

Exhibit A

Attachment 1

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 118		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W9124J21R0027		6. SOLICITATION ISSUE DATE 25-Mar-2022	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANDREW GRAHAM			b. TELEPHONE NUMBER <i>(No Collect Calls)</i> 210-466-2239		8. OFFER DUE DATE/LOCAL TIME 12:00 AM 25 Apr 2022	
9. ISSUED BY MICC - FSH ATTN: MICC - FSH 2205 INFANTRY POST RD 210-466-2145 FORT SAM HOUSTON TX 78234-1361 TEL: 210-466-2145 (DSN 450) FAX: 210-466-2183		CODE W9124J	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB		NAICS: 722310 SIZE STANDARD: \$41,500,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO FT. HUACHUCA LRC BLDG 90312 MACHOLST FT. HUACHUCA AZ 85613-6000 TEL: FAX:		CODE W90J85		16. ADMINISTERED BY		CODE		
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE		
TELEPHONE NO.								
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES SEE SCHEDULE				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.							ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.							<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>			31c. DATE SIGNED
					TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)							PAGE 2 OF 118
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Phase-In FFP Contractor shall furnish all labor, personnel, supplies, materials, supervision, and any other items necessary to provide thirty (30) day Phase In, IAW PWS 3.2 and Attachment G, Pricing Matrix. Thirty (30) day Phase-In will be issued at the task order level. This contract has a five (5) year Ordering Period. FOB: Destination PSC CD: M1FD	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Program Manager & Admin Functions FFP Contractor shall furnish all labor, personnel, supplies, materials, supervision, and any other items necessary to provide Project Management for Full Food Service at Fort Huachuca, AZ in accordance with (IAW) the Performance Work Statement (PWS) paragraphs 2.2.3, 2.1.8, 2.1.9, 4.2. The Contract has a five (5) year Ordering Period and will be priced on Attachment G, Pricing Matrix. FOB: Destination PSC CD: M1FD	1	Job		

NET AMT

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	BLDG 85202 Weinstein DFAC	1	Job		
	FFP				
	Contractor shall furnish all labor, personnel, supplies, materials, supervision, and any other items necessary to provide for Full Food Service functions at this DFAC IAW the PWS Section 5.0 and Attachment G, Pricing Matrix. This contract has a five (5) year ordering period.				
	FOB: Destination				
	PSC CD: M1FD				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	BLDG 52107 Thunderbird DFAC	1	Job		
	FFP				
	Contractor shall furnish all labor, personnel, supplies, materials, supervision, and any other items necessary to provide for Full Food Service functions at this DFAC IAW the PWS Section 5.0 and Attachment G, Pricing Matrix. This contract has a five (5) year ordering period.				
	FOB: Destination				
	PSC CD: M1FD				

NET AMT

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	BLDG 11656 Black Tower Remote Feeding FFP				
	Contractor shall furnish all labor, personnel, supplies, materials, supervision, and any other items necessary to provide for Full Food Service functions at this DFAC IAW the PWS Section 5.0 and Attachment G, Pricing Matrix. This contract has a five (5) year ordering period.				
	FOB: Destination				
	FOB: Destination				
	PSC CD: M1FD				
					NET AMT

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$10,000.00		\$56,100,000.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

0003	\$	\$
0004	\$	\$
0005	\$	\$

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-NOV-2022 TO 01-DEC-2022	N/A	FT. HUACHUCA LRC BLDG 90312 MACHOL ST FT. HUACHUCA AZ 85613-6000 FOB: Destination	W90J85
0002	POP 01-DEC-2022 TO 01-NOV-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90J85
0003	POP 01-DEC-2022 TO 01-NOV-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90J85
0004	POP 01-DEC-2022 TO 01-NOV-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90J85
0005	POP 01-DEC-2022 TO 01-NOV-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90J85

CLAUSES INCORPORATED BY REFERENCE

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	OCT 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.204-26	Covered Telecommunications Equipment or Services-- Representation.	OCT 2020
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.217-5	Evaluation Of Options	JUL 1990
52.219-9 Alt II	Small Business Subcontracting Plan (SEP 2021) Alternate II	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.209-7007	Prohibited Financial Interests for Lead System Integrators	JUL 2009
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017

CLAUSES INCORPORATED BY FULL TEXT

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

(a) Definitions. As used in this provision--

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: _____

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[____] Yes or [____] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a ``doing business as" name)

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has [] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUL 2021)

*****See Addendum to 52.212-1*****

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Reserved.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

NOTE: For additional instructions, see Addendum to 52.212-1.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Evaluation criteria consist of factors and subfactors. The proposal will be evaluated under three (3) evaluation factors: Technical Capability, Past Performance, and Price.

Factor 1: Technical Capability Factor

 Subfactor 1: Organization Structure

 Subfactor 2: Staffing Plan

Factor 2: Past Performance Factor

Factor 3: Price Factor

See Addendum to 52.212-2. Evaluation Factors for Award

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2021)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision --

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Reasonable inquiry” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”--

- (1) Means a small business concern--

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (____) is, (____) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a service-disabled veteran-owned small business concern.

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, (____) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, (____) is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [____] is, [____] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (____) has, (____) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (____) has, (____) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (____) has developed and has on file, (____) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (____) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

(2) Foreign End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

Other Foreign End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line item No.
—
—
—

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line item No.	Country of origin
—	—

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed end product	Listed countries of origin
____	____
____	____
____	____

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[____] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[____] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (____) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (____) Outside the United States.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: -----.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name - ____ .

TIN - ____ .

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf of or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

(Do not use a "doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

____ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C.

7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

NOTE: See Addendum to 52.212-4.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved]

 (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

____ (ii) Alternate I (MAR 2020) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (MAR 2020) of 52.219-4.

____ (13) [Reserved]

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-6.

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (NOV 2016) of 52.219-9.

____ (iii) Alternate II (NOV 2016) of 52.219-9.

____ (iv) Alternate III (JUN 2020) of 52.219-9.

____ (v) Alternate IV (JUN 2020) of 52.219-9.

____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (MAR 2020) of 52.219-13.

____ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

____ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

____ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

____ X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA--Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

X ____ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

X (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

X (48) 52.225-1, Buy American--Supplies (JAN 2021) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (JAN 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (JAN 2021) of 52.225-3.

____ (iii) Alternate II (JAN 2021) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

 (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

 (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

 (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

 (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

 (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

 (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).

 (ii) Alternate I (APR 2003) of 52.247-64.

 (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

X (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

 (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

X (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) _____ (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Single Award Task Order Contract (SATOC) Indefinite Delivery/Indefinite Quantity (IDIQ) Firm Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)

52.216-19 ORDER LIMITATIONS (OCT 1995)

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor –

- (1) Any order for a single item in excess of \$22,422,660.16
- (2) Any order for a combination of items in excess of \$56,056,650.42 or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12-months after the last day of the ordering period.

(End of clause)

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (SEP 2021)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Definition. “Similarly situated entity,” as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
 - (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
 - (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (c) Applicability. This clause applies only to—
 - (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
 - (4) Orders expected to exceed the simplified acquisition threshold and that are—
 - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
 - (5) Orders, regardless of dollar value, that are—
 - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
 - (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
 - (d) Independent contractors. An independent contractor shall be considered a subcontractor.
 - (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
 - (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:
 - (i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.
 - (ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –
[Contracting Officer check as appropriate.]

_____ By the end of the base term of the contract and then by the end of each subsequent option period; or

_____ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number [].

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: []. Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: []. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Head Cook: WL-6 STEP 2
Cook I: WG-4
Cook II: WG-3
Cook Helper: WG-5 STEP 2
Data Entry Clerk: GS-6 STEP 7
Headcount/Cashier: WG-5 STEP 3
Food Sanitation Leader: WL-6 STEP 2
Food Sanitation Specialist: WG-4 STEP 3
Server WG-4 STEP 3
Admin Clerk: GS-5
Ration Clerk: WG-2

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

(End of provision)

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

- (a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....N/A.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

.....N/A.....

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause--

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

- (i) Advance payments;
- (ii) Performance-based payments;
- (iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

- (i) Invoice payments;
- (ii) Payments for partial deliveries; or
- (iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

- (i) Payments for partial deliveries that have been accepted by the Government;
- (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
- (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	Will be provided at the Task Order Level as applicable.
Issue By DoDAAC	Will be provided at the Task Order Level as applicable.
Admin DoDAAC**	Will be provided at the Task Order Level as applicable.
Inspect By DoDAAC	Will be provided at the Task Order Level as applicable.
Ship To Code	Will be provided at the Task Order Level as applicable.
Ship From Code	Will be provided at the Task Order Level as applicable.
Mark For Code	Will be provided at the Task Order Level as applicable.
Service Approver (DoDAAC)	Will be provided at the Task Order Level as applicable.
Service Acceptor (DoDAAC)	Will be provided at the Task Order Level as applicable.
Accept at Other DoDAAC	Will be provided at the Task Order Level as applicable.
LPO DoDAAC	Will be provided at the Task Order Level as applicable.
DCAA Auditor DoDAAC	Will be provided at the Task Order Level as applicable.
Other DoDAAC(s)	Will be provided at the Task Order Level as applicable.

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. As used in this clause-

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in the Performance Work Statement.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. Essential contractor service and mission-essential functions have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in the Performance Work Statement during periods of crisis. The offeror shall--

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum--

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

- (iv) Any established alert and notification procedures for mobilizing identified ``essential contractor service" personnel; and
- (v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

REQUIRED INSURANCE

a. The Contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance required in accordance with FAR 52.228-5 Insurance – Work on a Government Installation.

Type Amount

(1) Workman's Compensation \$100,000.00

The required Workman's Compensation Insurance shall extend to cover employee's liability for accidental bodily injury or death and for occupational disease with a minimum liability as stated above.

(2) Comprehensive General Liability with minimum limits of: \$500,000.00

Per accident or occurrence for bodily injury. This insurance shall include contractor's protective liability and contractual liability.

(3) Comprehensive Automobile Liability with minimum limits of:

Per Person: \$200,000.00

Per Accident for Bodily Injury: \$500,000.00

Per Accident for Property Damage: \$20,000.00

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance.

The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.

Introduction

This PWS is developed to support Fort Huachuca, Arizona food service requirements to meet Full Food Service (FFS) needs at designated Dining Facilities. The Contractor shall provide quality services in support of the installation food service program that supports the Warfighter with flexible, efficient and cost effective service. The service outlined in this requirement encompasses Dining Facility Management functions, to include food receiving and storage, food preparation, food serving, remote site feeding, and facility sanitation duties. Performance criteria for overall duties fall under Contractor responsibilities.

**Fort Huachuca
Performance Work Statement (PWS) Full Food Service
AS OF 27 October 2021**

1.1 Background

The Army in its acquisition pursuit of quality food service has improved its method of contracting. To capitalize on new approaches; e.g., proven commercial practices, management innovations, and best value contracting, the Army will award its food service contracts as a Performance Based Service Acquisition. This idea will foster partnering arrangements between Government and Industry. This approach is in keeping with the Undersecretary of Defense for Acquisition initiative to convert federal service contracts to performance-based on Installation Approach.

1.2 Objectives

To provide a quality food program that supports the warfighter with flexible, efficient and cost effective contract food service support.

2 Requirements

This section describes the general requirements for this effort.

2.1 General

2.1.1 Scope

The Contractor shall provide the appropriate amounts of qualified labor and management necessary to perform quality FFS ordered under this Indefinite Delivery Indefinite Quantity contract in a cost effective, safe and environmentally sound manner while abiding by DoD nutritional policies and Army Feeding standards. This support will focus primarily on: dining facility management functions, food receiving and storage, food preparation, food serving, and facility sanitation and janitorial duties, and the associated logistics analysis and management functions in support of the Fort Huachuca, Arizona FFS mission.

2.1.2 Description of Services

The Contractor shall provide all supervision, labor, personnel, equipment, materials and supplies, with the exception of Government Furnished Property (GFP), to perform activities that comprise the full operation of an Army Dining Facility. This includes, but is not limited to, requisitioning, receiving, storing, preparing, and serving of food. Also,

included is the performance of related administrative, custodial and sanitation functions in the Dining Facilities listed in Attachment F.

2.1.3 General Information

The Period of Performance (PoP) is a five (5) year ordering period and includes FAR Clause 52.217-8, Option to Extend Services.

2.1.4 Place of Performance and Hours of Operation

This PWS is developed to support Fort Huachuca, Arizona installation FFS requirements and remote site feeding requirements. Attachment A, Dining Facility Location Map, details the physical location of each facility. Attachment B, AFMIS/Historical Headcount Summary and Attachment F, Workload Data/Capabilities, outline workload requirements for each facility listed in this contract. Requirements may fluctuate during performance of the contract.

Hours of Operation: The meal service hours for the dining facilities are listed in Attachment F, Workload Data/Capabilities. These hours are subject to change based upon supported unit requirements. Usually this change occurs on short notice. In most instances, there shall be a minimum of four (4) hours advance notice provided by the Government.

Extended Service Hours. It is expected that a dining facility may periodically be required to extend its service beyond normal hours, e.g., in the event of fire, aircraft accident, rescue operations, civil disturbances, severe weather, pandemics, alerts, training exercises, and troop movements. The Contracting Officer (KO), or Contracting Officer's Representative (COR), may authorize the Contractor to provide extended services by giving at least four (4) hours prior notice of any change. In the event of extenuating circumstances or mission requirements, short and/or no advance notifications may occur; however, notifications will be given as soon as possible.

2.1.5 Recognized/Government Holidays

New Year's Day	1st day of January
Birthday of Martin Luther King Jr.	3rd Monday of January
Presidents' Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	4th day of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veterans Day	11th day of November
Thanksgiving Day	4th Thursday of November
Christmas Day	25th day of December

2.1.6 Holiday Decorations

Contractor is responsible for providing appropriate holiday decorations to include Thanksgiving, Christmas and the Army Birthday to highlight these periods and special meals as appropriate.

2.1.7 Emergency Services

The Contractor shall be responsible for providing medical services to its employees. Emergency medical services will be provided by the Government to support life-saving injuries or illnesses until proper medical support can be administered from an external source to the Government from a medical treatment facility or transport.

2.1.8 Contract Administration and Management

The Contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The Contractor shall respond to Government requests for contractual actions in a timely fashion. The Contractor shall have a single point of contact between the Government and Contractor personnel assigned to support contracts or task orders. The Contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement. The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The Contractor shall ensure management personnel are on-site during all dining facility hours of operation and each shift lead supervises contractor employees in no more than one dining facility per shift. The Contractor shall maintain continuity between the support operations at Fort Huachuca, Arizona and the Contractor's corporate offices. The Contractor shall provide guidance to employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall provide initial and refresher training for all employees as required to meet the requirements in the PWS. The Contractor shall provide all necessary resources to support contract tasks. The Contractor shall provide administrative support to employees in accordance with (IAW) state and federal employment policies (time keeping, leave processing, pay, emergency needs).

2.1.9 Property Management Plan

The Contractor shall submit a Property Management Plan (PMP) with its proposal. The PMP is to provide an overview of "how" the contractor intends to manage Government Property in its possession in accordance with FAR 52.245-1 requirements. The plan shall also include any customary commercial practices, voluntary consensus standards, or industry leading practices the contractor plans to use in managing Government Property.

2.1.10 Quality Control

The Contractor shall develop and maintain an effective quality control process to ensure services are performed IAW this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure against recurrence of defective services. The Quality Control Plan (QCP) is addressed at paragraph 4.2.

2.1.11 Government Point of Contact

The KO or his/her designated representative will be the point of contact concerning administration and performance of the contract. Designation of Government personnel (COR and Alternate COR, if applicable) and their limitations will be delineated in writing by the contracting activity. The COR will be designated on official letterhead appointment signed by the appropriate KO. The COR monitors all aspects of the contract and assists in contract administration. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates.

2.1.12 Subcontract Management

The Contractor shall manage all subcontracts necessary to integrate work performed on this requirement and the Contractor shall be responsible and accountable for Subcontractor performance on this requirement. The Contractor shall manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractor shall file subcontract reports in the electronic Subcontracting Reporting System (eSRS). Prime/ Higher Tier Subcontractors shall inform their Subcontractors to enter their reports in eSRS under the flow down requirement. Contractors shall provide a notification e-mail address in the report for the federal Government agency.

2.1.13 Contractor Employees

The Contractor shall accomplish the assigned work by employing and using qualified personnel with appropriate combinations of training and experience. The Contractor shall provide the necessary resources to manage, perform, and administer the contract.

2.1.14 Business Relations

The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The Contractor shall manage the timeliness, completeness, and quality of problem identification. The Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of Subcontractors. The Contractor shall coordinate with the KO and the installation Government staff to support quarterly Performance Management Reviews as prescribed in AR 70-13. The Contractor shall seek to ensure customer satisfaction, and professional and ethical behavior of all Contractor personnel.

2.2 Special Requirements

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

2.2.1 Access and General Protection/Security Policy and Procedures

The Contractor and all associated subcontractor's employees shall comply with applicable installation, facility and area commander installation/facility access and local

security policies and procedures (provided by Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition at any individual facility or installation change, the Government may require changes in contractor security matters or processes. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative).

2.2.1.1 Alien Employment

The Contractor shall not employ any alien who does not have a valid US Immigration I-551, Green Card or I-94, Arrival/Departure Record. The Contractor shall provide valid social security numbers and citizenship status of all employees to the Government, upon request.

2.2.1.2 Employee Health, Hygiene, and Dress Code

The Contractor shall follow the requirements for health, personal hygiene, and uniforms IAW the regulatory guidance in Tri Service Food Code (TB MED 530) and state local policies for Contractor employees. The Contractor (to include Subcontractors) shall wear and display a contractor provided Identification (ID) Badge. Each Contractor (to include Subcontractors) employee shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. The minimum required information on the badge is company name, employee full name, picture of employee, and date of expiration. The Contractor shall ensure employees wear a Government approved uniform. The Contractor shall submit uniforms to the COR within 10 days of award to determine acceptability.

Contractor employees must be in compliance with all health requirements IAW Tri Service Food Code (TB MED 530), Chapter 2, Appendix G. Additionally, Contractor employees must be medically cleared in order to report back to work, based on local health policies. Supervisory personnel are responsible for ensuring all contractor and conditional employees are knowledgeable and understand their responsibility to report listed symptoms, diagnosis exposure to a listed pathogen to their supervisor.

2.2.1.3 Employee Conduct, Behavior, and Ethics

The Contractor employees shall comply with all applicable Government regulations, policies and procedures. The Contractor shall ensure all personnel employed under this contract/task order conform to conduct regulations contained in FAR 52.203-13, Contractor Code of Business Ethics and Conduct. The Government may direct the

Contractor to remove any Contractor employee from the Government premises IAW the authority of the Installation Commander. Removal does not relieve the Contractor of the responsibility to continue providing the services required under the task order.

2.2.1.4 Mission-Essential Contractor Services Plan

The Contractor shall address, in detail, its procedures, personnel, and the means to accomplish mission requirements without delay in the event of sudden or unusual events that could impact the Contractor's performance and contract requirements such as, but not limited to mobilization, terrorism, natural disaster, pandemic, utility outages, or labor disputes. The Government will not supplement the Contractor's work force. The Contractor shall ensure personnel required to accomplish tasks designated as 'mission essential personnel' report to assigned work locations (or Government Continuity of Operations Plan designated facilities) and perform required tasks, regardless of weather or security conditions. Government will identify tasks qualifying performers as essential personnel as applicable with the Contractor providing a list of essential personnel required to perform those tasks to the COR. The COR will be responsible for providing Government security personnel with a list of Contractor 'mission essential personnel' to enable access to Government facilities when 'non-essential' personnel are barred. Contractor will operate IAW DoDI 1100.22, 'Continuation of Essential DoD Contractor Services during Crisis'. The Contractor shall include a strike contingency plan as part of its Plan IAW FAR Clause 52.222-1, Notice of Labor Disputes. The Mission-Essential Contractor Services Plan will be submitted to the Government with the offeror's proposal IAW DFARS Clause 252.237-7024, Notice of Continuation of Essential Contractor Services, however it will not be part of the evaluation process for selecting an offeror for award.

2.2.1.5 Training and Other Security Requirements

IAW Army policy, Contract Requirements, Antiterrorism/Operations Security Review, the following applies to this requirement:

2.2.1.5.1 DoD Level I Antiterrorism Training (AT)

All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the KO, if a COR is not assigned, within 05 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: <http://jko.jten.mil> and takes approximately two (2) hours to complete. In the event the automated system at <http://jko.jten.mil> cannot be accessed or is not available (e.g. server problems), Level I AT Awareness Training can be provided by a qualified instructor. If the training is not completed online, the Level I AT Awareness Instructor qualification must be coordinated with the Installation Antiterrorism Officer (or Installation Security equivalent) and the resultant names(s) of approved instructors shall be provided to the KO or designee along with all associated cost or schedule impacts to the contract.

2.2.1.5.2 Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to Government information systems.

All contractor employees with access to Government information systems must be registered in the ATCTS (Army Training Certification Tracking Services), and must successfully complete the DOD Information Assurance Awareness training prior to gaining access to the IS and then annually thereafter. This contract does not involve support or acquisition of IT products, services, or infrastructure. No employees, under this contract, will require anything other than normal/general user rights on any computers or software.

2.2.1.5.3 OPSEC Training.

Per AR 530-1 Operations Security, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. Course takes approximately one (1) hour to complete. In the event the automated system cannot be accessed or is not available (e.g. server problems), OPSEC Training can be provided by a qualified instructor.

2.2.1.5.4 Sexual Harassment/Assault Response & Prevention (SHARP)

The contractor is responsible for ensuring its employees maintain a non-hostile working environment, which is free from sexual harassment and/or assault as defined by AR 600-20.

SHARP Training. The Contractor is responsible for ensuring all employees, to include subcontractor employees, complete the latest online Army Sexual Harassment/Assault Response & Prevention (SHARP) training within 30 calendar days of the start of contract performance. The Contractor is further responsible for ensuring all employees complete the latest SHARP training annually. Once all employees, including subcontractor employees, have completed the initial SHARP training, the Contractor shall provide a written statement to the COR certifying that all their employees performing on this contract have completed the SHARP training, and provide the COR with updates when changes in personnel occur. The Contractor shall also provide a written annual certifying statement after all employees including subcontractor employees have completed the annual SHARP training.

Notification of SHARP or Equal Opportunity (EO) Incidents. Contractor shall comply with all requirements of FAR 52.222-26–EO. All sexual assault, sexual harassment, or EO inquiries or complaints as defined in AR 600-20, from Contractor employees and its subcontractor employees working on this contract in Government workspaces, shall be forwarded immediately to the Contracting Officer's Representative (COR).

Failure to comply with any of the paragraphs in this section can result in a less than satisfactory interim or final Contractor Performance Assessment Reporting System (CPARS) rating; a determination by the Government that the services do not conform

with the contract requirements and such services cannot be corrected by re-performance, or both.

2.2.1.5.5 Cyber Awareness (Information assurance (IA)/information technology (IT)) training. All contractor employees and associated sub-contractor employees requiring access to a Government network must complete the DoD Cyber awareness training before issuance of network access and annually thereafter. DoD Cyber Awareness Challenge Training is available at the following website: <https://cs.signal.army.mil/UserMngmt/Cyber5/launchPage.htm>. Course takes approximately one (1) hour to complete.

2.2.1.5.6 iWATCH Training.

The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 5 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award. Course takes approximately two (2) hour to complete.

2.2.1.5.7 Common Access Card (CAC)

Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation IAW Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, a CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management. If at any time during the contract period of performance, an employee who is assigned a CAC leaves/departs contractor employment, the contractor shall ensure that the employee's CAC be retrieved and provided to the assigning office and notify the COR by the departing employee's last duty day.

2.2.1.6 Organizational Conflict of Interest

Contractor and Subcontractor personnel performing work under this task order may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCI as defined in FAR Subpart 9.5. The Contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid

or mitigate any such OCI. The Contractors mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

2.2.1.7 E-Verify

The Contractor shall use E-Verify to facilitate verification status of employees. E-Verify is an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of newly hired employees. E-Verify is currently free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

2.2.2 Safety

Safety Rules and Regulations: In performing the services required hereunder, the Contractor shall conform to all safety rules and regulations applicable to the dining facilities which are in effect during the time of performance of this contract and shall take such other precautions as may be reasonably required hereunder to assure accident-free performance. All accidents which occur in association with performance of services required in this contract shall be reported in writing to the COR within 2 hours. Full details of the accident, including statements from witnesses, shall be provided if requested by the safety officer. If any claim is made by a third party against this contract, the COR shall be informed immediately.

2.2.2.1 Vehicle Operators

Contractor employees or employees of subcontractors shall have proper state registration, proof of insurance, and a valid driver's license to operate privately owned vehicles (POV) on the post. Registration of POVs with the Provost Marshal's Office is required. The Contractor's employees shall comply with any Fort Huachuca vehicle registration program. All vehicles and personnel are subject to search and seizure of contraband or unauthorized Government property. Contractor vehicles (Contractor-owned and personal), Contractor employees, and their personal property shall be subject to searches upon entering or leaving the Installation. The search and seizure provisions of AR 190-22 shall apply to Contractor personnel entering or leaving Fort Huachuca or activities/installations in the Fort Huachuca area of responsibility (AOR) which require access by Contractor personnel in performance of this contract. Current requirements may change when dictated by security conditions.

2.2.3 Key Personnel

The Government has determined that certain positions for the purpose of ensuring the Contractor can satisfy minimum experience and certification requirements are key and essential. Key positions must be filled within 24 hours of being vacated, as a temporary

mitigation and filled within 45 days with a permanent employee. The COR must be notified immediately upon replacement (temporary and permanent) of key personnel and the KO must be notified within 72 hours.

2.2.3.1 The Project Manager (PM) (KEY)

The Contractor shall provide an on-site Project Manager (PM) who will be responsible for all work under this task order. The PM will have no less than 5 years management and must be highly familiar with Army Food Management Information Systems (AFMIS). The PM must be highly qualified with general supervisory experience, and must have at least 3 years specific management experience in managing cafeteria style or multi-entrée operations providing complete meal service (breakfast, lunch and dinner). The PM must have a current Food Protection Manager certificate (within 5 years) as defined in Tri Service Food Code (TB MED 530). The PM will have full authority to act for the Contractor on all matters relating to this contract. The PM has overall responsibility for the site's Quality Control (QC). The PM will be the primary point through which technical communications, prioritization of effort, team standardization and technical direction flow between the Government and the Contractor. During any absence of the PM, a qualified alternate, to include Food Protection Manager certificate (within 5 years), shall have full authority to act for the Contractor on all matters relating to work performed under the resulting contract. The PM shall return all Government calls within one hour during operational hours and two hours during non-operational hours.

2.2.3.2 Dining Facility Manager(s) (DFM) (KEY)

The Dining Facility Manager(s) is directly responsible for the day-to-day operations and direct employees at their perspective dining facilities. The Dining Facility Manager shall have experience of successfully managing cafeteria style or multi-entrée operations, catering or Government cafeteria operations providing complete meal service (breakfast, lunch and dinner), feeding over 300 customers per sitting. Managers shall have experience using automated systems (such as Army Food Management Information Systems (AFMIS)) to order, issue, inventory and plan food operations daily. The DFM must have a current Food Protection Manager certificate (within 5 years) as defined in Tri Service Food Code (TB MED 530). During any absence of the DFM, a qualified alternate shall include Food Protection Manager certificate (within 5 years). The contractor shall provide a Dining Facility Manager for each FFS dining facility identified in Attachment F to manage the performance in each facility, to include Subcontractors, and to meet the specified performance standards. During any absence of the dining facility manager; the COR shall be notified and the substitution must be properly qualified.

2.2.3.3 Supervisory Personnel

The Contractor shall provide first line supervisors as required for completion of PWS requirements.

2.2.4 Environmental Considerations

The Contractor shall follow local, state and federal policies concerning Environmental and Public Health while in performance of the contract. The Contractor's QCP shall include provisions to enforce environmental policies at the supporting dining facility operations.

3.0 Performance Requirements and Standards

The following sections in entirety specifies the Performance Objectives and Performance Elements for a task order.

3.1 High Level Objectives

3.1.1 Dining Facility Sanitation Operations

The Contractor shall perform sanitation and duties in support of dining facility operations as prescribed in this section. All contractor personnel are required to take Food Safety Sanitation Training IAW Tri Service Food Code (TB MED 530).

3.1.1.1 The Contractor shall clean and sanitize food service equipment and surfaces to support dining facility operations:

Performance Standards

- a) STD: The Contractor shall clean and sanitize food contact surfaces and equipment in designated serving and self service locations (e.g. serving lines, self-service salad bars, and condiment areas, drink dispensers, bussing carts, display refrigerators and warmers) IAW Tri Service Food Code (TB MED 530).
- b) STD: Equipment too large to fit in three compartment sinks (e.g. prep tables, warming cabinets, ice making machines, freezers, reach in refrigerators and refrigerated display cases) shall be cleaned and sanitized after each use or the approved cleaning schedule (identified in the Contractor's QCP) using alternative procedures listed in Tri Service Food Code (TB MED 530). Protect, clean and sanitize equipment and utensils from contamination between uses and clean and sanitize storage compartments of ice making machines, in self service areas using alternative procedures listed in Tri Service Food Code (TB MED 530).
- c) STD: The Contractor shall clean the interior, including the filters, and the exterior of exhaust hoods to prevent grease, oily sludge buildup at frequent intervals IAW the approved QCP schedule IAW Tri Service Food Code (TB MED 530).
- d) STD: The Contractor shall clean per the cleaning schedule, and as required, the interior and exterior of equipment used to support preparation and storage of subsistence (e.g. ovens, stoves, walk-in refrigeration units and reach-in warmer units) IAW Tri Service Food Code (TB MED 530).

3.1.1.1.1 The Contractor shall wash, rinse, and sanitize pots and pans in three compartment sinks:

The Contractor shall clean, sanitize and air dry utensils, pot and pans, using appropriate methods listed in Tri Service Food Code (TB MED 530).

Performance Standards

- a) STD: All food preparation equipment and serving utensils shall be protected, cleaned and sanitized from contamination between uses.
- b) STD: Wash, rinse, and sanitize sinks at proper temperatures for manual ware washing in three-compartment sinks IAW Tri Service Food Code (TB MED 530).
- c) STD: Pots, pans (including serving pans), food containers, and beverage containers shall be cleaned and sanitized IAW Tri Service Food Code (TB MED 530).

3.1.1.1.2 The Contractor shall operate and maintain the mechanical dishwashing machine

The Contractor shall setup, maintain and resupply the mechanical dishwashing machine using appropriate methods listed in the manufacturer's user manual and Tri Service Food Code (TB MED 530). All supporting mechanical equipment shall be cleaned, sanitized, and protected from contamination between uses.

Performance Standards

- a) STD: Mechanical dishwashing machine shall be operated IAW Tri Service Food Code (TB MED 530), and applicable user's manual.
- b) STD: Plates and eating utensils are protected from cross contamination. Plates and eating utensils are visibly free of grease, food particles and foreign matter prior to use. Sanitize all dinnerware using mechanical dishwashing machine IAW Tri Service Food Code (TB MED 530) and Code of Federal Regulations (CFR) 178.1010.
- c) STD: The Contractor shall clean, sanitize, bus and replace cups, plates, dinnerware, and trays during meal serving periods IAW Tri Service Food Code (TB MED 530) and CFR 178.1010.
- d) STD: The Contractor shall clean, sanitize, and replace bus carts during meal serving periods IAW Tri Service Food Code (TB MED 530) and CFR 178.1010.

3.1.1.2 The Contractor shall clean and maintain dining facility interior and exterior areas.

Non-food contact surfaces and equipment shall be cleaned before, during and after meal period IAW Tri Service Food Code (TB MED 530).

Performance Standards

- a) STD: Clean restrooms, dining facility hand washing stations and employee locker rooms. Fixtures, partitions, and mirrors are visibly free of dirt, grime, grease, residue and foreign matter, prior to the schedule start of each meal serving period and prior to closing of day. Restroom trash has been removed and new liners installed in waste containers. Soap dispensers are supplied with manufactures recommended products. Paper towels and toilet tissue are available during operations 100% of the time IAW Tri Service Food Code (TB MED 530) and approved cleaning schedule identified in the Contractor's QCP.
- b) STD: Clean walls, doors, windows, and ceilings. Walls, doors, windows, ceilings, ceiling vents and air return covers that are within OSHA standards as well as local, state and federal guidelines are visibly free of dust, dirt, grease and debris IAW Tri Service Food Code (TB MED 530) and approved cleaning schedule identified in the Contractor's QCP.
- c) STD: Maintain and clean all dining facility floors, floor coverings and drains before, during and after each meal service. Clean flooring IAW the approved cleaning schedule identified in the Contractor's QCP and Tri Service Food Code (TB MED 530).
- d) STD: Clean dining facility sidewalks, loading dock, and entry ways daily to prevent grease, dirt and refuge buildup IAW the approved QCP. Snow and ice, or sand, are removed from sidewalks, and access areas IAW Attachment F, Workload Data/Capabilities.
- e) STD: Dispose of trash at the end of each scheduled meal serving period, prior to closing for the day and/or when containers are full. Used grease and oil are disposed of in proper containers. Clean surrounding areas of waste and recycling containers daily or as required IAW Tri Service Food Code (TB MED 530).
- f) STD: Follow installation, local, state and federal policies concerning recycling and environmental waste program. This includes the folding and segregation of cardboard boxes IAW Environmental Compliance and Protection Manual.
- g) STD: Clean waste and recycling containers as needed IAW Tri Service Food Code (TB MED 530).
- h) STD: Used grease and oil are disposed in proper Government provided containers.

3.1.1.2.1 The Contractor shall maintain and prepare dining room service area of operations.

This task includes dining room chairs, tables, booth, chair legs, rungs and framework, walls, baseboards, window ledges, doors/doorframes, ceiling fans, TVs, pictures, wall art, artificial plants, light fixtures, globes/lenses, trophies/display cases, drapes/curtains and venetian blinds. All cleaning, maintenance and preparation shall be performed IAW OSHA regulations.

Performance Standards

- a) STD: Clean dining room tables, chairs, booths (including chair legs, rungs and framework) walls, baseboards, window ledges, doors/doorframes, ceiling fans, TVs, pictures, wall art, artificial plants, light fixtures, globes/lenses, trophies/display cases, drapes/curtains and venetian blinds weekly IAW the approved cleaning schedule identified in the Contractor's QCP and IAW Tri Service Food Code (TB MED 530). Cleaning must also be IAW local, state and federal policies.
- b) STD: Prepare, maintain and clean dining areas. Each diner is afforded a clean area to eat without delay. All dining areas are clean prior to the scheduled start of the meal period and prior to closing for the day IAW Tri Service Food Code (TB MED 530).
- c) STD: Clean spills and remove soiled dinnerware occasionally left by diners during meal service. Spills cleaned and soiled trays bussed within 5 minutes of occurrence IAW Tri Service Food Code (TB MED 530).
- d) STD: Government provided tablecloths will be utilized during holidays. Remove and replace tablecloths when stained and heavily soiled. Replacement tablecloths will be provided by the Government and in place at the start the of meal serving period.
- e) STD: Appropriate condiments are available without delay. Condiment containers and napkin holders are visibly clean and contain product.
- f) STD: Replenish tray, dinnerware, plate, cup and bowl busing carts during meal serving periods from serving and self-service areas. Clean dinnerware is available without delay to diners 100% of the time.
- g) STD: Display and remove holiday decorations. Contractor furnished decorations are displayed on the day of the Army's birthday and 1-week prior to Thanksgiving and Christmas. Contractor will remove all applicable decorations within 3 days after the Thanksgiving, Christmas and Army's birthday holidays.

3.1.1.2.2 The Contractor shall furnish and maintain expendables cleaning and sanitary supplies to support sanitation and personal hygiene practices.

The Contractor shall ensure sanitation supplies (e.g. paper towels, scrub pads, cleaning solutions) are available during operations to support cleaning of the dining facility. Sanitation supplies (e.g. mechanical and manual dishwasher dispensers, hand wash dispensers, bowl capsules, cleaning solutions) are available during operations to support cleaning and sanitation operations. All napkin and towel dispensers are refilled with Government provided napkins and towels before, during and after the meal period. For information purposes, a typical supplies list is provided in Attachment E, Sample Materials List.

Performance Standards

a) STD: Maintain and fill dispensers as identified in the manufacturer's user manual and Tri Service Food Code (TB MED 530), with appropriate chemicals while performing duties to support mechanical and manual ware washing.

b) STD: Maintain dispensers filled at all times with appropriate towels and hand wash soap to support all employee and patron hand washing sinks.

3.1.1.3 Periodic In-Depth Cleaning

3.1.1.3.1 The Contractor shall maintain the cleanliness of each dining facility (to include exterior area identified in Attachment F) in accordance with TB MED 530, paragraph 6-501.12.

3.1.1.3.2 Periodic In-depth Cleaning. In addition, the Contractor shall conduct a more extensive cleaning on a periodic basis. In-depth cleanings will be identified and ordered by a task order via a separate CLIN. These areas require additional attention such as extensive scrubbing, scraping, and heavy-duty chemical cleaning to remove any buildup of dirt, scuffs, grease and residue. A sample list of items/area to be included in the periodic cleaning are:

- a. Exterior windows, window seals, window frames, and screens
- b. Exterior door frames, seals, and tracks
- c. Exterior Stainless steel railing and cabling
- d. Pressure wash and clean loading dock, exterior concrete curbs, all entrance and exit ways, stairs, outdoor seating areas, patio areas, and side walks
- e. Hoods and filters and ductwork. While this is listed under a periodic requirement, the contractor must meet TB Med 530 requirements and clean these surfaces as cleanliness requires.
- f. Freezers and Refrigerator to include removing all movable shelving, vents/fans and scrubbing all. Clear all food and deep clean interior of the equipment.
- g. All other shelving will be empty and scrubbed. Clear all shelves, etc and provide a thorough cleaning.
- h. Empty and sanitize all walk-in and dry storage area, including shelves, handles, bins and carts. Clear all food and deep clean interior of equipment.
- i. Wash and clean all Interior walls, ceilings, ceiling fans, and air vents
- j. Buff, wax, and deep clean all flooring (as applicable)
- k. Clean exterior signage
- l. Dish machine will be scrubbed to remove build-up not cleaned in normal operations to include spray arms removed and cleaned
- m. Pull out equipment to clean and verify cleanliness of equipment, surrounding walls, floor and general areas
- n. Chairs and tables shall be scrubbed, to remove accumulation not cleaned in normal operations to include but not limited to gum removal.
- o. Pulpers and like items that are not cleaned regularly and IAW the manufacturer's user manual.

p. Light fixtures opened and cleaned.

3.1.1.4 Short and Long Range Closure or Opening of Dining Facilities

Facilities to be closed shall be thoroughly cleaned and all subsistence products shall be protected, safeguarded and reallocated to other facilities based the COR recommendation when the facility is prepared for closure. Appliances that are not in use shall be shut-off (electricity, water, and gas) to reduce energy waste, prevent water and fire damage. Before the scheduled closure, the contractor and the COR shall conduct a joint inventory of property and perform a condition check of all Government property.

Facilities to be opened shall be thoroughly cleaned prior to beginning food service operations. The Contractor and COR shall conduct a joint inventory of property and perform a condition check of all Government property (real property, personal and subsistence) when the facility is being turned over to the contractor from the Government. The Contractor shall be required to close or open a facility upon direction from the KO. This will be exercised on a separate CLIN via a Task Order.

3.1.2 Dining Facility Administration and Food Preparation Operations

This service describes food preparation task that support FFS (service which includes Food preparation). The Contractor is responsible for the preparation of meals that include: Breakfast, Lunch, Dinner, Brunch, Supper, Take-Out meals when service is requested.

Within those meals, the menus shall include a variety of services which include the following: Breakfast, Lunch and Dinner menus, consisting of regular (Main Entrée), short order, self-service bars and baked goods, condiments and beverages. Other specialty menus to support Army nutritional requirements found at http://www.quartermaster.army.mil/jccoe/Operations_Directorate/QUAD/nutrition/nutrition_main.html, and to support holidays and special events shall be prepared in support of Army feeding policy. Service also includes safeguarding foods during preparation and serving using Army regulatory requirements for safety and sanitation.

Reporting

A02 Cash Collection Vouchers and Deposit Tickets

3.1.2.1 The Contractor shall establish and maintain administration operations for all supported Dining Facilities.

Performance Standards

a) STD: Conduct administration management and filing of dining facility operation files using the Army Record Information Management System (ARIMS) and Army Food Management Information System (AFMIS). Meet the specified performance standards and account management standards listed AR 30-22, DA PAM 30-22, AR 25-400-2.

- b) STD: All personnel accessing Government systems shall have passed a background check to perform management and administrative functions on Government CAC enabled computer systems. Personnel without a Government CAC shall not be accessing a Government system.
- c) STD: Perform minor user maintenance equipment IAW operators' manual. Notify the COR/Alternate COR (ACOR) when required repairs exceed the instructions contained in the operators' manual. Document minor repairs of equipment on DA Form 2405, and notify the COR when equipment requires major repair. The Contractor shall inform the COR immediately when equipment and facility repairs reduces the level of service to the customers (i.e. Dishwasher, Electrical, Plumbing).
- d) STD: Maintain dining facility account status and days of supply within allowable tolerance IAW AR 30-22 and DA PAM 30-22. The Government will conduct end of each month compliance inspections to validate and verify cash collection and inventory balances.

Reporting

A01 Subsistence Receipts

A02 Cash Collection Vouchers (DD Form 1131) and Deposit Tickets

- e) STD: The Contractor shall schedule monthly integrated pest management with supporting public works activity. The Contractor will coordinate with the COR additional requirements for cleaning at the completion of the pest control service.
- f) STD: Support recurring Pest Control services IAW DA PAM 30-22 Integrated Pest Management paragraph 3-7(3) and Tri Service Food Code (TB MED 530) paragraph 7-202.12(B)(2).

3.1.2.1.1 The Contractor shall conduct and maintain automated and manual headcount procedures for all supported Dining Facilities.

Performance Standards

- a) STD: Operate point of sales system (POS), record headcount, cash collection, cash turn-ins, and safe guard and maintain accurate accountability of funds collected IAW AR 30-22, DA PAM 30-22, the Army Food Management Information System (AFMIS) with the latest AFMIS updates, ARIMS 25-4002 and other regulatory guidelines.
- b) STD: Perform headcount duties as not to impede the flow rates per minute.

Reporting

A02 Cash Collection Vouchers (DD Form 1131) and Deposit Tickets

3.1.2.1.2 The Contractor shall manage, maintain, and account for Government subsistence in support of dining facility operations.

Accountability functions include accounts management using current automated system Army Food Management Information System (AFMIS), which includes but is not limited to; safeguarding subsistence and inventory management, and performing manual accounting and data collection when automated system fails.

Performance Standards

- a) STD: The Contractor shall order, receive, store and issue subsistence to support safeguarding of perishable and semi-perishable foods. Perishable subsistence (frozen and refrigerated) should be stored to maintain the required temperature IAW Tri Service Food Code (TB MED 530).
- b) STD: The Contractor shall safeguard subsistence IAW AR 30-22, DA PAM 30-22, Tri Service Food Code (TB MED 530), and the Army Food Management Information System (AFMIS) with the latest AFMIS updates, ARIMS 25-4002 and other regulatory guidelines.
- c) STD: The Contractor shall perform inventory management, IAW AR 30-22, DA PAM 30-22, Tri Service Food Code (TB MED 530), the Army Food Management Information System (AFMIS) with the latest AFMIS updates, ARIMS 25-4002 and other regulatory guidelines.

3.1.2.2 The Contractor shall prepare meals to support dining facility feeding operations.

Food Preparation includes preparing of meals for breakfast, lunch, dinner, brunch, supper, take-out service as applicable.

Performance Standards

- a) STD: Follow approved AFMIS Automated Recipes, TM 10-412, and approved Standard Operating Procedures and/or manufacturer's instructions.
- b) STD: Maintain proper food preparation temperatures and use Hazard Analysis Critical Control Point (HACCP) Plan to support Food Safety standards IAW Tri Service Food Code (TB MED 530).
- c) STD: Prepare main-line menu items: IAW AR 30-22, DA PAM 30-22. Prepare Government ethnic observance (monthly observances) and holiday meals. Menu items shall be offered to support nutrition awareness and Army nutritional requirements IAW AR 40-25 and TM 4-41.11.
- d) STD: Prepare short order menu items: IAW AR 30-22, DA PAM 30-22 menu standards. Prepare Government ethnic observance (monthly observances) and holiday

meals. Menu items shall be offered to support nutrition awareness and Army nutritional requirements IAW AR 40-25 and TM 4-41.11.

e) STD: Prepare Breakfast/fitness and salad bar items: IAW AR 30-22, DA PAM 30-22 menu standards the salad bar shall be properly set up no later than 15 minutes prior and not earlier than 30 minutes prior to serving and maintained throughout the meal serving period. Breakfast/Fitness bar items shall consist of canned fruit, fresh fruit, and approved Army nutritional requirements menu items IAW AR 40-25, TM 4-41.11.

f) STD: Dessert and baked goods: Prepare or provide purchased commercial breads and pastries to support each meal. Pastry items shall be offered during breakfast, lunch and dinner. IAW AR 30-22, DA PAM 30-22 menu standards. The Contractor shall ensure ordered commercial or prepared decorated cakes are available 48 hours prior to the holiday celebration. Prepared cakes for holiday celebrations will not commence earlier than 72 hours prior to the holiday celebration (Thanksgiving, Christmas, and the Army's birthday) IAW AR 40-25, TM 4-41.11.

g) STD: Use Progressive Cooking, Batch Cooking, and Cook to order as outlined in Army Food Program Standards to support AR 30-22, DA PAM 30-22 menu standards IAW TM 4-41.11 (Dining Facility Operations), and TM 10-412.

3.1.2.2.1 When ordered via a Task Order, the Contractor shall provide 100% take-out service IAW local public health policies. During this service, the dining areas will be closed, unavailable for use by diners. The contractor shall provide main-line menu and short order menu items in standard to-go containers. The Contractor shall maintain all self-service areas.

3.1.2.3 The Contractor shall safeguard and serve food during serving periods at each dining facility operation.

The Contractor shall provide oversight of Contractor serving operations and replenish main, short order serving lines, self-service items, ice, and beverages during designated meal serving periods when servers are provided by other agencies to serve at designated dining facilities listed in Attachment F, Workload Data/Capabilities.

The Contractor shall provide serving service operations in designated facilities to include: Main line, Short order, Take-Out, and Griddle lines. Self-service: Salad Bars, self service areas (Fountain Machines, refrigerated display cases, etc.).

Performance Standards

a) STD: Garnish and setup the servings lines no later than 15 minutes prior and not earlier than 30 minutes prior to serving periods. Ensure Army nutritional requirements information is displayed IAW TM 4-41.11 (Dining Facility Operations).

b) STD: Use proper serving utensils and portion controls to support each diner IAW TM 4-41.11 (Dining Facility Operations) and Tri Service Food Code (TB MED 530).

- c) STD: Ensure food is served at appropriate temperatures and prevent cross contamination. Properly handle leftovers and reheat to the required temperature IAW Tri Service Food Code (TB MED 530).
- d) STD: Serve diners at the minimum flow rate, based on building design as outlined in DA PAM 30-22, Table B-1. The objective is to match the flow of diners through the serving lines so that freshly prepared, quality food is always provided. The contractor shall ensure progressive cooking to support flow rate of diners. Based on building design the flow rate computation divides the DFAC design capacity into the feeding period and number of serving lines (Main line and Short order) to support the flow of dinners through the serving areas, IAW DA PAM 30-22, Table B-1.
- e) STD: Leftover Disposition: Use proper procedures for leftover foods and ensure safe storage of foods within specified time limits, IAW Tri Service Food Code (TB MED 530), AR 30-22 and DA PAM 30-22.

3.1.2.4 The Contractor shall prepare meals for remote site feeding within dining facility operations to support field operations

Performance Standards

- a) STD: Ensure Food Containers are clean, sanitized and properly maintained prior to use IAW TM 4-41.11 (Dining Facility Operations), Tri Service Food Code (TB MED 530) and cleaned and sanitized upon completion of feeding. The Government will approve all remote site feeding requests.
- b) STD: Ensure prepared food containers are labeled with product date and time and products are safe for consumption IAW Tri Service Food Code (TB MED 530).
- c) STD: Ensure menu items and additional food products that complement the meal (includes bread, salads, fruit, hot and cold beverages, and soup) are ready for unit to pick up no earlier than 30 minutes prior to pick up IAW Tri Service Food Code (TB MED 530), TM 4-41.11, AR 30-22 and DA PAM 30-22.
- d) STD: Ensure requesting and reporting procedures, turn-ins, and transfers are conducted properly IAW AR 30-22, DA Pam 30-22, and Tri Service Food Code (TB MED 530).
- e) STD: Ensure Box Meals (In-House and commercial purchased) are prepared IAW TM 4-41.11. The Government will approve all box meals requests. Food products used to support meal requests will be safeguarded IAW Tri Service Food Code (TB MED 530).

3.1.2.4.1 Remote Site Feeding Support for Black Tower, 2-13th AVN REGT, Building 11656

Black Tower remote site feeding will be identified and ordered by a task order via a separate CLIN.

The Contractor shall transport prepared food and beverages in insulated food and beverage containers to Black Tower, Building 11656, to support the 2-13th AVN REGT. The Contractor will set up for serving, serve food, perform headcount duties, breakdown serving areas, and clean the entire building upon completion of each meal. The Contractor will return all insulated food and beverage containers and serving utensils to the DFAC for cleaning and sanitizing. Contractor shall return all remaining subsistence to the supporting DFAC. Headcount collected at the Remote Feeding Site will be applied to the supporting DFAC. The Contractor will have a DD FORM 1544 Cash Meal Payment Sheet on hand. Meals projected and provided are for the student population. Once the entire student population has been fed, any remaining meals may be offered to Active Duty Soldiers authorized to subsist in Appropriated Funded Dining Facilities. Standards a, b, and d of paragraph 3.1.2.4 apply.

3.2 Transition

The Contractor will provide a transition plan to ensure an effective and efficient transition-in at contract start and an effective, efficient transition-out at conclusion of the contract. The transition-in will commence with issuance of a funded Task Order issued by the KO and will continue until FOC, not to exceed 30 days. At contract end, the Contractor will ensure an effective and efficient transition to incoming Contractor.

Reporting

A03 Transition In/Out Plan

4.0 Performance Requirement Summary Matrix

3.1.1 Dining Facility Sanitation Operations

High Level Objective		Standard	Lot Size and AQL	Surveillance Method	Payment %
1	The Contractor shall clean and sanitize food service equipment and surfaces to support dining facility operations.	Service Meets standard s of Paragraph 3.1.1.1	Lot size shall be equal to the total number of operational days for all facilities each month <u>AQL = (6.5%)</u>	Random	6% (.06)
2	The Contractor shall wash, rinse, and sanitize pots and pans in three compartment sinks	Service Meets standard s of Paragraph 3.1.1.1.1	Lot size shall be equal to the total number of operational days for all facilities each month <u>AQL = (6.5%)</u>	Random	7% (.07)
3	The Contractor shall operate and maintain the mechanical dishwashing machine.	Service Meets standard s of Paragraph 3.1.1.1.2	Lot size shall be equal to the total number of operational days for all facilities each month <u>AQL = (6.5%)</u>	Random	7% (.07)
4	The Contractor shall clean and maintain dining facility interior and exterior areas.	Service Meets standard s of Paragraph 3.1.1.2	Lot size shall be equal to the total number of operational days for all facilities each month <u>AQL = (10%)</u>	Random	5% (.05)
5	The Contractor shall maintain and prepare dining room service operations.	Service Meets standard s of Paragraph 3.1.1.2.1	Lot size shall be equal to the total number of operational days for all facilities each month <u>AQL = (10%)</u>	Random	5% (.05)
6	The Contractor shall furnish and maintain expendables cleaning and	Service Meets standard s of Paragraph	Lot size shall be equal to the total number of operational days for all facilities	Random	5% (.05)

	sanitary supplies to support sanitation and personal hygiene practices.	h 3.1.1.2.2	each month <u>AQL</u> <u>= (6.5%)</u>		
	Total				35%

3.1.2 Dining Facility Administration and Food Preparation Operations

High Level Objective		Standard	Lot Size and AQL	Surveillance Method	Payment %
7	The Contractor shall establish and maintain administration operations for all supported Dining Facilities.	Service Meets standard s of Paragraph 3.1.2.1	Lot size shall be equal to the total number of operational days for all facilities each month <u>AQL = (6.5%)</u>	Random	5% (.05)
8	The Contractor shall conduct and maintain headcount procedures for all supported Dining Facilities.	Service Meets standard s of Paragraph 3.1.2.1.1	Lot size shall be equal to the total number of operational days for all facilities each month <u>AQL = (10%)</u>	Random	6% (.06)
9	The Contractor shall manage, maintain, and account for Government subsistence in support dining facility operations.	Service Meets standard s of Paragraph 3.1.2.1.2	Lot size shall be equal to the total number of operational days for all facilities each month <u>AQL = (6.5%)</u>	Planned	7% (.07)
10	The Contractor shall prepare meals to support dining facility feeding operations.	Service Meets standard s of Paragraph 3.1.2.2	Lot size shall be equal to the total number of operational days for all facilities each month <u>AQL = (6.5%)</u>	Random	15% (.15)
11	The Contractor shall safeguard and serve food during serving periods at each dining facility operation.	Service Meets standard s of Paragraph 3.1.2.3	Lot size shall be equal to the total number of operational days for all facilities each month <u>AQL = (6.5%)</u>	Random	10% (.10)

12	The Contractor shall prepare meals for remote site feeding within dining facility operations to support field operations.	Service Meets standard s of Paragraph 3.1.2.4	Lot size shall be equal to the total number of operational days for all facilities each month <u>AQL = (4%)</u>	Planned	7% (.07)
Total					50%

4.1 Quality Assurance

The Contractor shall have work complete and ready for inspection IAW all terms of the task order. The Government will conduct inspections according to the appropriate random and planned surveillance method, to compare the Contractor's performance to contract requirements and standards. The Government reserves the right to monitor the contract in any manner necessary, at any time necessary, and at all places necessary to ensure that the services rendered conform to the contract requirements. In addition to random and planned surveillance, US Army Public Health Command personnel may perform inspections at contracted dining facilities. The Contractor shall provide a copy of the inspection results to the COR. The Contractor shall correct all recorded defects prior to re-inspection if the Contractor fails a service.

4.1.2 Contract Payment

The Contractor shall receive payment commensurate with services performed when contract requirements have been met and each PRS service is performed within the established AQL; e.g., number of recorded defects does not exceed the number allowed.

Payment Reductions. When the Contractor fails to meet contract requirements of those services listed on the PRS; e.g., the number of recorded defects exceeds the number of allowable defects (AQL); performance will be deemed defective. The Contractor will be subject to a reduction in contract price based on the value of the service established by the percentages in column titled "Payment %" of the PRS. Payment for services not conforming to the specified AQL will be calculated as described below.

Determining PRS Reductions for Random Sampling. To determine a reduction in contract payment for unacceptable service, the maximum contract payment per month titled "Payment %" is multiplied by the percentage of the sample found unacceptable. The total number of defects found, not just those in excess of the reject level, are used to determine the percentage of the sample found unacceptable.

Example: Assume the maximum monthly contract payment is \$250,000.00, an AQL of 10%, and a Lot Size of 155 units. Using ANSI/ASQCZ1.4, General Inspection Level II, Normal Degree of Inspection, the resulting Sample Size would be 32 units with a Reject Level of 8 Defects. If 10 defects were found during the evaluation period the payment computation would be as follows:

Example payment computation for PRS random inspection:

(1) Maximum monthly contract payment	\$ 250,000.00
(2) Maximum payment percentage (from PRS) is 15%	x .15
(3) Maximum payment for acceptable work	\$ 37,500.00
(4) Percentage of sample found unacceptable: 10 defects exceeds reject level of 8 defects divided by the sample size (10/32 = .31)	
(5) Unacceptable percentage 31%	x .31
(6) Reduction for unacceptable work (line 3 X line 5)	\$ 11,625.00

Determining PRS Reductions for Planned Sampling. To determine a reduction in contract payment for unacceptable service the maximum contract payment per month (titled "Payment %") is multiplied by the percentage of the sample found unacceptable. The total number of defects found, not just those in excess of the reject level are used to determine the percentage of the sample found unacceptable. To determine the acceptance and rejection level (**different from random sampling**) the number of defects is divided by the lot size and rounded at .5 to the next whole number.

Example: Assume the maximum monthly contract payment is \$250,000.00, an AQL of 4%, and a Lot Size of 50 units. Using ANSI/ASQCZ1.4, Inspection Level II, Normal Degree of Inspection, the resulting Sample Size would be 8 units. Next, multiply 4% (AQL from PRS) times 50 (lot size). The resulting 2 is the number of allowable defects. The established reject level would be 3 defects. If 5 defects were found during the evaluation period the payment computation would be as follows:

Example payment computation for PRS planned inspection:

Maximum contract payment per month	\$ 250,000.00
(2) Maximum payment percentage is 4%	x .04
(3) Maximum payment for acceptable work	\$ 10,000.00
(4) Percentage of sample found unacceptable: Five defects exceed the reject level of 3 defects. Divide the number of defects by the lot size (5/50 = .10)	
(5) Unacceptable percentage 10%	x .10
(6) Reduction for unacceptable work (line 3 x line 5)	\$ 1000.00

4.2 Quality Control Plan

Provisions: The QCP shall be submitted for approval within ten (10) days after contract award and shall include the following:

1. Elements of the Plan: The QCP shall ensure the enforcement of the required standards for:
 - a. Personnel health and hygiene
 - b. Workplace Safety
 - c. Fire prevention and evacuation
 - d. Environmental protection

- e. Energy conservation
- f. Employee training
- g. HAZMAT Program
- h. Hazard communication standards (OSHA) for use of chemicals
- i. Hazard Analysis Critical Control Point (HACCP) Plan
- j. Security and use of Government Property

2. An organizational chart which provides for QC personnel to have direct accountability to the Contractor's top management.
3. An inspection system covering all tasks and services required by this task order.
 - a. The system shall include those areas to be inspected on a routine or unscheduled basis, the frequency of inspections, documentation forms, individuals that shall perform the inspections and the follow-up procedures.
 - b. A method or methods of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.
 - c. The method of documenting and enforcing QC operations.
 - d. A Process action plan to correct and prevent continuous deficiencies and defects.
4. A cleaning schedule that ensures the cleanliness of each dining facility in accordance with TB MED 530, paragraph 6-501.12. In addition, the schedule shall include the periodic in-depth cleaning services.
5. Methods of communication with the Government regarding quality and contract performance.
6. A Customer/diner feedback program.
7. A monthly reporting system to the Contractor's home office.

5. Government Furnished Property/Services/Facilities

5.1 Government Furnished Property (GFP)

List of the GFP to be issued under this contract is provided with the solicitation (see Attachment D (1)) and an updated list of the GFP will be provided during the Phase-In period for inventory purposes. Once inventories are complete, the updated GFP list will be modified in the contract. GFP items will be tracked, monitored, inspected, controlled and managed IAW the Contractor's approved Property Management System procedures, FAR 52.245-1 and all other related FAR and DFARS clauses.

5.2 Durable Property

The Government will provide the initial quantity of durables as delineated in Attachment D(3). During the performance of this contract the Contractor shall be responsible for replacing these durables due to wear and tear and loss. At the end of the contract the

Contractor shall ensure that the final quantity of durables equals the initial quantity provided by the Government and will remain property of the Government. Replacement items shall be of comparable quality, size, and color. Based on industry standard, the contractor may be required to replace an estimated 7% of the inventory annually.

5.3 Real Property

A list of Real Property is provided in Attachment D(2). In the event of damage occurring to any incidental or real property item, the contractor must notify the COR of that damage within 2 hours.

5.4 Property Management System

The Contractor shall submit their Property Management System (PMS) procedures at least within thirty (30) days after award. The PMS shall contain the intricate details of the inner workings of the contractor's Property Management System and how it will meet the ten (10) established outcomes IAW FAR Clause 52.245-1(i.e. Acquisition, Receipt (includes Identification), Records, Physical Inventory, Subcontractor Control, Reports, Relief of Stewardship Responsibility/Liability, Utilization (includes Consumption, Movement, and Storage), Maintenance and Property Close-Out (includes Disposition). This written document is known as the contractor's Property Management System procedures. These procedures are used by the contractor's operational personnel as their daily standard operating procedure (SOP) for the management of Government Property. The contractor's Property Management System procedures are working document(s) that may require updates as processes change; however, a contractor cannot change its procedures unilaterally. Any proposed changes to the contractor's processes shall be submitted to the Property Administrator for review/concurrence prior to the implementation of the changes.

5.5 Inventories

5.5.1 Phase-in inventory.

A joint inventory of Government property must be completed by the Contractor and authorized Government representative within 30 days after the contract effective date. Items of equipment missing or not in working order shall be recorded and the COR shall be notified in writing. The Contractor and the Government representative shall jointly determine the working order and condition of all equipment and document their findings. Rejection of any property by the Contractor shall not relieve the Contractor of responsibility in performance of this contract. The Contractor shall not use property provided by the Government for any purpose other than the performance of this contract.

5.5.2 Annual/Quarterly Inventories.

The Contractor shall conduct inventories on GFP annually IAW the approved PMS and provide the results to the PA and COR IAW format identified in DFARS PGI 245.103-72. For durable property (Attachment D(3)), inventories shall be conducted quarterly with results provided to the COR.

5.5.3 Final inventory.

Thirty days prior to contract completion, the Contractor and Government representative(s), shall conduct a joint inventory.

5.6 Property loss

The Contractor shall ensure that its property management system provides adequate management control measures to identify the root cause and provide an acceptable corrective action. The Contractor shall report losses of Government property losses due to theft, inadequate storage, lack of physical security, or "Acts of God." This reporting requirement does not change any liability provisions or other reporting requirements that may exist under this contract." Loss, damage, or destruction of GFP shall be addressed under the applicable contract provisions.

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

5.7 Maintenance of GFP

The Contractor shall be responsible for Government Furnished Property (GFP) (See Attachment D (1)), to include ensuring that operator-level maintenance and calibrations as specified by the equipment technical manuals or manufacture instructions are scheduled and performed on all applicable equipment per the Contractor's Property Management System. The contractor shall notify the COR when property is no longer functional/serviceable.

5.8 GFP disposition

Any required disposition of GFP (as determined by the Government) will be performed IAW KO direction.

5.9 Facilities

The Government will provide office space for the contractor to utilize during the performance of this contract.

6. Contractor Furnished Property/Equipment/Materials

Typical approved Chemicals/Cleaning supplies are listed for informational purposes in Attachment E, Sample Materials List. The Contractor shall furnish all materials required, to include sand or salt for snow/ice removal.

6.1 Disposable Packaging Materials

The Contractor shall furnish disposable take-out packaging materials (e.g., plastic ware, clam shells, etc.) to meet the requirements stated in the contract.

6.2 Office Equipment, Supplies, and Tools

Aside from Government Furnished Property, the Contractor shall furnish any office equipment, office supplies, or and tools necessary to meet the performance requirements stated in the task order. This includes administrative supplies and other products needed to perform the requirements of this contract and any subsequent task orders. If the contractor identifies a need or has a request for Information Technology (IT) Government Furnished Property (GFP), software and/or services required for performance on this contract they are to notify the COR immediately. The COR will review and route the request through the appropriate resourcing channels. The Government will purchase any approved equipment/software/service requests.

6.3 Change Fund.

The Contractor shall furnish a sufficient change fund for the sale of meals at each Contractor-operated dining facility.

6.4 Contractor Furnished Property.

In order to introduce the Contractor's branded concepts for preparation and service, the Contractor may install its own equipment, fixtures, or furnishings within the Dining Facilities. Installation of Contractor owned equipment shall require prior written authorization from the COR. The COR will require installation drawings, plans, or other information needed to evaluate the installation. If additional electrical power, water, steam or other changes to the Dining Facility are required to support the installation and maintenance, the cost shall be borne by the Contractor. All Contractor provided equipment shall be clearly marked and stored separately from Government property. Upon completion or termination of this contract, the Contractor shall remove all Contractor-owned equipment/property at contractor's expense.

7. Reporting

The Contractor shall provide the following reports:

Number	Name	Frequency
A01	Subsistence Receipts	Daily
A02	Cash Collection Vouchers and Deposit Tickets	Daily
A03	Transition In/Out Plan	Seven (7) days after award

8. Related Documents

The following websites contain documents that are related to this PWS:

<https://armypubs.army.mil>
www.quartermaster.army.mil/jccoe/jccoe_main.html

8.1 Definitions and Acronyms: Standard Definitions/Definitions and Acronyms

Federal Acquisition Regulation (FAR), Army Regulation (AR) 310-25, Dictionary of US Army Terms, and, AR 310-50, Authorized Abbreviations, Brevity Codes and Acronyms are the references for definitions and acronyms not listed below.

8.1.1 Standard Definitions

1. Acceptable Quality Level (AQL). The AQL is a designated value (percent) of defective outcomes/service that the Government indicates will be accepted using acceptable sampling techniques and procedures.
2. Administrative Contracting Officer (ACO). A Contracting Officer who is administering contracts.
3. Army Federal Acquisition Regulation Supplement (AFARS). The Army's supplement to the Federal Acquisition Regulation.
4. Class A Telephone. Telephone service, which is unrestricted, for use on-post and commercial calls.
5. Class C Telephone. Telephone service, which is restricted to inter-post calls from one post telephone to another.
6. Commercial and Government Entity (CAGE) Code. An identification code assigned to the Contractor and is required by the Contracting Officer (Property Administrator) and Contractor from the Defense Logistics Service Center. The CAGE code is also required on the annual Government facilities report. Use DD Form 2051 to request the CAGE code.
7. Contracting Officer (KO). An individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
8. Contracting Officer's Representative (COR). An individual from the functional activity appointed by the KO and delegated specific authority to monitor contract performance and to perform specific contract administration functions. Additional personnel appointed to assist the COR are called the Alternate Contracting Officer's Representatives (ACORs).
9. Defective Service. A unit of service, which contains one or more defects and does not conform to specified requirements.
10. Local Access Network Connections (LAN). An installation landline connecting the

Army Management Information System modules to the mainframe computer system.

11. Lot. The total number of service outputs in an evaluation period; as defined in the AQL column of the Performance Requirement Summary. The lot size is used to determine the sample size (or number of inspections).
12. Non Conformance Report (NCR). A letter to a contractor that identifies nonconformance of a contract requirement(s) or identifies business system deficiencies and requests contractor corrective action.
13. Percent of Sample Found Defective. A percentage determined by dividing the number of defects by the sample size. The resulting number is used to make an equitable deduction from the contract price or award fee for non-performance.
14. Performance Requirements Summary (PRS). The PRS identifies key performance indicators and standards that represent logical service outputs that will be evaluated by the Government to assure the Contractor is fulfilling the terms of the contract.
15. Performance Standard. A measurable output or result associated with the performance-based description of a requirement found in the PWS.
16. Planned Sampling. A sampling (inspection) method used to evaluate contractor tasks and services performed less frequently than daily. Evaluations that are scheduled when tasks and services are performed; e.g., receiving and storage service, field-feeding service, and tasks scheduled IAW the approved cleaning plan.
17. Quality Assurance Specialist (QAS). Perform, administer, or advise on work concerned with assuring the quality of products acquired and used by the Federal Government.
18. Quality Assurance Surveillance Plan (QASP). Defines what the Government must do to ensure that a contractor has performed IAW specified performance standards. Focuses on the level of performance required by the PWS rather than on the methodology used by the contractor to achieve that performance.
19. Quality Control. Those actions taken by the Contractor to control the in-process performance of goods or services to ensure that contract quality standards are met.
20. Random Sampling. A sampling (inspection) method used to evaluate contract tasks and services performed daily. It is the primary method for measuring contract performance. Each service output in a lot has an equal chance of being selected for inspection. The results of random inspections are evaluated against the number of allowable defects to determine the overall quality of the lot (service).
21. Sample. A sample (inspection) consists of one or more service outputs drawn at

random from a lot. The number of outputs in the sample is the sample size.

Technical Definitions

1. **Accredited Sanitation Program**. A certificate program that has been evaluated and listed by an accrediting agency as conforming to national standards that certify individuals. Managers, supervisors and food handlers shall satisfy one of the following requirements:
 - a. Satisfactorily complete the Educational Foundation of the National Restaurant Association Course in Applied Food Service Sanitation.
 - b. Pass an examination from the Educational Testing Service (ETS) showing satisfactory completion of the Food Protection Certification Program.
 - c. Satisfactorily complete of a course of study that is offered from an accredited college or university approved by the Installation Medical Authority.
2. **Army Food Management Information System (AFMIS)**. An automated record keeping system used in dining facilities to perform various functions that includes processes and outcomes; e.g., meal production/planning; head counting; subsistence ordering; receipt and storage; and equipment replacement planning. These functions provide the capability to create and adjust menus, shopping lists, and production schedules; make requests against subsistence inventories; facilitate returns to inventory; provide inventory accountability; perform headcount entries; and inquire against a variety of files. The AFMIS is a web based system that operates from a standard computer within each dining facility.
3. **Army Food Program**. A comprehensive program which encompasses all phases of food service, from; procurement, inspection, transportation, storage, distribution, issue and sale, preparation, and serving meals in garrison dining facilities and in the field.
4. **Army Ration Credit System (ARCS)**. An issue and accounting procedure used by appropriated fund dining facilities. Dining facilities that operate within the Army Ration Credit System are charged for the dollar value of subsistence issued and obtain credit for meals served.
5. **Basic Allowance for Subsistence (BAS)**. A cash allowance paid to military personnel in lieu of subsistence.
6. **Basic Daily Food Allowance (BDFA)**. The computed monetary daily value of a ration. This value, expressed in dollars, is allocated for food cost authorized to feed one soldier daily. The dollar amount (allowance) is computed quarterly using actual costs of a selected sampling of food items (market basket) used in dining facilities.
7. **Brunch**. A meal consisting of food items served during breakfast and lunch. This combined meal is served during an extended time period beginning at early or mid-morning and ending shortly after the noon hour. When a brunch is served a supper

follows.

8. Clean. Free of visible signs of food, food residues, ingredients, grease, soap and foreign matter.
9. Critical Control Point. An essential point in the flow of food, at which control can be applied so that a food safety hazard can be prevented, eliminated or reduced to an acceptable level.
10. Cook Support and Dining Facility Attendant Service. The provision a limited number of fully qualified cooks to supplement the Military food service staff within a dining facility and performance of all DFA functions (see Dining Facility Attendant Service Below).
11. Diner Satisfaction. Methods of feedback through a variety of surveys and comment programs to determine the degree to which the Contractor is meeting or exceeding contract requirements and established quality levels of food and service.
12. Dinner. Typically the third meal of the day, or evening meal of each day, served during late afternoon or early evening.
13. Dinnerware. Eating, drinking, and serving utensils for table use, such as flatware including knives, folks, and spoons; hollowware including bowls, cups, serving dishes, and tumblers; and plates.
14. Dining Facility Account. The dining facility account is a record of food purchased, issued, used, and on hand as reflected in dollars.
15. Dining Facility Attendant (DFA) Service. Those activities which comprise janitorial and custodial functions within a dining facility including, but not limited to; sweeping, mopping, scrubbing, trash removal, dishwashing, waxing, stripping, buffing, window washing, pot and pan cleaning and related quality control.
16. Dining Facility Operations (DFO) Subsystem. The AFMIS system used to manage dining facility operations. The DFO Subsystem consists of thirteen functions: Recipes, master/field menus, vendors, meal productions, POS sub menu, headcount/cash collection, orders inventory management, issues/transfers/turn-ins, system management, customer/account maintenance, customer operations, and equipment replacement.
17. Discount Meal Rate. The rate charged to reimburse the Government for subsistence at Army appropriated fund dining facilities.
18. Educational Foundation of the National Restaurant Association (NRA). Educational Foundation of the National Restaurant Association, (20 North Wacker Drive, Chicago, IL 60606) is a non-profit education foundation created by restaurateurs and other food

service executives and governed by a board of trustees, representing all sectors of the industry and associated academic and commercial institutions.

19. Educational Testing Service. The Educational Testing Service of Princeton, NJ is a non-profit corporation engaged in test development, test administration and educational research. The Food Protection Certificate Program test is designed to test persons who have ongoing on-site responsibility for protecting the consumer from food-borne illness in food preparation, serving, or eating establishments. Educational Testing Service, Food Protection Certification Program, CN 6515, Princeton, NJ 08541-6515.

20. Expendable/Durable Supplies. Items, which are consumed in use, regardless of type classification or unit, price.

21. Facilities. Government furnished buildings provided to the Contractor for use in performing tasks and services of this contract.

22. Food borne Disease Outbreak. The occurrence of two or more cases of a similar illness resulting from the ingestion of a common food.

23. Food Contact Surface. A surface of equipment or utensils with which food normally comes in contact. This includes equipment and utensils from which food may drain, drop or splash back into food, or onto surfaces normally in contact with food.

24. Food Handlers. Food service personnel who work where unsealed, raw food or drink is handled, processed, prepared or served, and personnel who touch food or food contact surfaces.

25. Food Program Manager (FPM). An officer, warrant officer, noncommissioned officer, or Department of the Army civilian responsible to the installation commander for matters relating to food service.

26. Food Service Management Board. The installation menu board is a panel of Government personnel that plans and provides for all anticipated subsistence requirements for the installation. It provides an interchange of information between food service personnel, SSMO and the contractor concerning menu matters and diner comments. A specific function of the board is to review proposed menus, add or change items, and determine the extent to which it will be implemented.

27. Full Food Service (FFS). Those activities that comprise the full operation of an Army dining facility.

28. Government Furnished Property (GFP). All facilities, equipment, food and supplies owned or leased by the Government provided to the Contractor for use in performance of this contract.

29. Government Property. All property owned by or leased to the Government or acquired by the Government under the terms of the Contract. Government property includes both Government-furnished property and Contractor-acquired property as defined in FAR 45.101.

30. Government Property Administrator (GPA). A Government representative who is responsible for transfers of GFP from organizations/units to contracts and return upon contract completion. The GPA maybe the COR.

31. HACCP Plan: A written document that delineates the formal procedures for following the Hazard Analysis Critical Control Point (HACCP) principles developed by the National Advisory Committee on Microbiological Criteria for Foods.

32. Hazard. A biological, chemical, or physical property that may cause an unacceptable consumer health risk.

33. Headcount Maintenance Function. The AFMIS function that is used to plan menus, compute ingredients and quantities required to feed 100 persons per menu item. This program provides the user with menus for breakfast, lunch and dinner meals for each day, print outside menu reports, and recipes for each food item to be prepared.

34. Holiday Meal Charges. The rates to be charged for the Thanksgiving and Christmas Day special meal.

35. Independent Government Cost Estimate (IGCE). The IGCE is an estimate of the expected contract cost prepared by the Government prior to the solicitation being advertised for bids or offers. This estimate is used to gauge the price offers submitted by prospective contractors.

36. Installation Commander. A commander of any Army installation, military community for USAREUR, area commander for EUSA, state adjutant general for ARNG, and MUSARC commander for USAR.

37. Installation Medical Authority (IMA). Installation Medical Authority refers to the Unit Surgeon, Command Chief Surgeon, U.S. Army Medical Center Commanders, and the Director of Health Services or Center Commanders, and the Director of Health Services or his/her representative responsible for defining, setting and monitoring sanitary standards and procedures.

38. Inventory Function. The AFMIS function used to complete weekly and monthly physical inventories; vet condemnation, and reports of survey/statement of charges.

39. Leftovers. Leftovers are the un-served portions of any item that was prepared for a specific meal, protected from contamination, and held at a proper temperature.

40. Major Maintenance. The maintenance and repair of equipment, including the restoration or replacement of parts, as necessitated by wear and tear, damage, failure of parts, or the like.

41. Meal Service for Remote Site Feeding. Tasks associated with preparing meals including beverages, packaging food for shipping from a garrison dining facility to feed soldiers at field training sites.

42. Menu Production Planning Function. The AFMIS function that is used to plan menus, compute ingredients and quantities required to feed 100 persons per menu item. This program provides the user with a menu for breakfast, lunch and dinner meals for each day, print outside menu reports, and recipes for each food item to be prepared.

43. Meal Serving Hours. Hours designated by the Government when the dining facility serving lines are open for service.

44. Minor Maintenance. Normal operator care of equipment recommended by the manufacturer. Minor maintenance is limited to cleaning, oiling, greasing, tightening of nuts and bolts, and other minor tasks.

45. National Stock Number (NSN). A number used to identify a Government supply item.

46. Night Meal. The meal served during the late evening to early morning hours (referred to as the midnight meal). The night meal may be a breakfast or dinner meal.

47. Nonfood Surface. All exposed surfaces other than those included in food or splash zones.

48. Operating Hours. Operating hours for each facility are listed at Attachment F. Operating hours specify the time prior to the scheduled start of meal service for the first meal of the day to time following the scheduled close of meal service for the day of operation.

49. Operational Ration. Packaged, semi-perishable meals issued to personnel for use under field conditions.

50. Perishable Subsistence. Those food items with limited shelf life that normally require controlled conditions of temperature, and/or humidity during transportation and storage.

51. Police. The action or process of cleaning and putting in order of a dining facility to include related areas of responsibility. Tasks include sweeping, raking and picking up trash and debris.

52. Portion Control. Serving of equal amounts to each diner IAW prescribed menus and recipes.

53. Potentially Hazardous Foods (PHF). Any food that promotes the rapid growth of bacteria. Maybe characterized as high protein and acid foods with water activity above 0.86(H2).

54. Preventive Medicine Activity. The local medical authority responsible for inspecting sanitary conditions of dining facilities and safe food handling protection.

55. Prime Vendor. A Department of Defense contractor who has responsibility to supply and furnish subsistence to the dining facility.

56. Progressive Food Preparation (Batch Cookery). The continuous preparation of food items at selective time intervals during the entire meal period as the food is consumed. The objective is to match the flow of diners through the serving lines so that freshly prepared, quality food is always provided. Progressive cooking reduces the need to hold foods for long periods of time that result in loss of flavor, color, texture, and nutritive value. Exceptions to progressive cooking are; baked or prepared desserts, soups, gravies, meat sauces, and other sauce-type items that do not deteriorate in flavor when held throughout the serving period.

57. Ration. The allowance of food for the subsistence of one person for one day.

58. Regular Menu. A menu offered at the breakfast, lunch and dinner meal which provides the diner, as a minimum, with a choice of two meats/entrees, two vegetables, two starches, assorted deserts, beverages and bread/rolls, and appropriate condiments.

59. Safe Temperatures. The internal product temperature of potentially hazardous food (PHF) shall be 41°F (5°C) or below for cold items, and 135° (57.2°C) or above for hot items.

60. Sanitizing. The process of reducing the number of microorganisms on a surface to safe levels.

61. Sanitizing Solutions. A chlorine solution "or any other chemical sanitizing agent allowed under 21 CFR 178.1010" as defined in, Tri Service Food Code (TB MED 530).

62. Semi-perishable Subsistence. Food item that do not spoil or deteriorate rapidly, such as canned, dried, dehydrated, and other items that may under normal conditions be transported and stored un-refrigerated.

63. Sensitive and High Dollar Subsistence. Those subsistence items that require intensive control and documentation. Sensitive and high dollar items are listed in the Federal Supply Classification 8905 group in the C8900 Stock List; e.g., meats, fish,

poultry products, coffee, etc.

64. Serving Line(s). The location and equipment within dining facilities where diners are served food or where food/beverage is offered for self-service.

65. Short Order Menu. A fast food menu offered at the lunch and dinner meal which provides the diner, as a minimum, with a choice of prepared to order cold or grilled sandwiches, hamburgers, cheeseburgers, and hot dogs, in addition to other items; e.g., chili, French fries, baked beans, potato or macaroni salad, potato chips, salads, soups, assorted desserts, beverages and appropriate condiments.

66. Special Meals. Meals offered outside of the normal cyclic menu that support special occasions; e.g., Thanksgiving, Christmas, and the Army's Birthday, to include special theme meals to honor ethnic and American heritage events.

67. Standard Meal Rate. The rate charged to reimburse the Government for subsistence and a portion of operating expenses at Army appropriated funded dining facilities.

68. Subsistence. Food items required for feeding troops. This term includes all foods, nonalcoholic beverages, condiments, accessory foods and ice.

69. Subsistence-in-Kind (SIK). Meals furnished to enlisted personnel at Government expense, rather than money in lieu thereof.

70. Subsistence Supply Management Office (SSMO) (formerly Troop Issue Subsistence Activity (TISA)). The accountable element of an installation responsible for managing the acquisition and accounting for subsistence supplies for appropriated fund dining facilities, meals for remote site feeding, operational rations, contingency stocks, reserve component customers and authorized non-appropriated fund activity customers.

71. Subsistence Supply Manager (SSM). An individual who is accountable for Government subsistence and who is responsible for supervising the SSMO functions. Formerly the TISO.

72. Supper. A meal consisting of food items served during dinner. The meal may be served during an extended serving period beginning early afternoon and ending early evening. This meal is served only when a brunch has been served and replaces the normal dinner meal.

73. System Administrator (SA). The individual responsible for planning and controlling the use of the Army Food Management Information System and Subsistence Prime Vendor Interpreter hardware and software.

74. Tableware. Condiment containers, dispensers and napkin holders.

75. **Temperature Danger Zone (TDZ)**. Unsafe temperatures for food between 41°F (5°C) and 135° (57.2°C).

76. **Veterinary Activity**. A part of VETCOM that is responsible for inspecting all food to determine fitness of safety for human consumption.

77. **Work Days**. Work days Monday through Friday, excluding national holidays.

78. **Work Order**. A request made to Directorate of Public Works (DPW) for maintenance (equipment repair, service, and calibration) and facility renovations.

8.2 Applicable Publications, Forms and Labels

Receive, issue and maintain current Government publications, forms and labels listed below.

Standard: Publications and forms listed below are maintained current. Use AFMIS Forms when applicable to support administrative functions listed in Section 3 of this PWS.

8.2.1 Army Regulations

NUMBER	TITLE
AR 25-400-2	The Army Record Information Management System (ARIMS)
AR 30-22	Army Food Program
AR 40-25	Nutrition Standards and Education
AR 25-2	Information Assurance
AR 70-13	Management and Oversight of Service Acquisitions
AR 420-1	Army Facilities Management
AR 600-38	Meal Card Management

8.2.2 Army Field Manuals, Technical Manuals, Bulletins, and Pamphlets

NUMBER	TITLE
TM 4-41.11	Dining Facility Operations
ATP 4-41	Army Field Feeding and Class I Operations
TM 10-412	Armed Forces Recipe Service (Index Recipes)
TRI SERVICE FOOD CODE (TB MED 530)	
DA PAM 30-22	Operating Procedures for the Army Food Program
DA PAM 750-8	The Army Maintenance Management System (TAMMS) User Manual

8.2.3 Department of the Army Forms

NUMBER	TITLE
DA 285	Technical Report of U.S. Army Ground Accident
DA 2062	Hand Receipt/Annex Number
DA 2405	Maintenance Request Register
DA 2765-1	Request for Issue or Turn-In

DA 3032	Signature
Headcount Sheet	DA 3034
	Production
Schedule	
DA 4552	Kitchen Requisition
DA 2970	Headcount Report
DA 7454	Monthly Earnings and
Expenditure Record	DA 3161 Request for Issue
or Turn-In	
DA 3234	Inventory Record
DA 3234-1	Monthly Inventory Recap Sheet
for DA 3234	DA 3294 Ration
Request/Issue/Turn-in Slip	
DA 3546	Control Record for Dining Facility DD
Form 1544	DA 3988 Equipment Replacement
Record	
DA 5914	Ration Control Sheet
DA 7589	Subsistence Vendor Contract
Discrepancy Report	DA 5913 Strength & Feeder
	Report

8.2.4 Department of Defense Forms

NUMBER	TITLE
DD 577	Appointment/Termination Record Authorized
Signature	DD 1131 Cash Collection Voucher
DD 1532-1	Pest Management Maintenance Record
DD 1608	Unsatisfactory Materiel Report
(Subsistence)	DD 1662 DOD Property in the
	Custody of Contractors

8.2.5 Department of the Army Labels

NUMBER	TITLE
DA 177	Pre-prepared Food
DA 178	Leftovers

ATTACHMENT LIST

ATTACHMENT:

DATE:

Attachment A-1: Dining Facility Location Map	24 Feb 2021
Attachment A-2: Weinstein DFAC to Black Tower DFAC Location Map	05 Mar 2021
Attachment B: FHAZ FY17_FY18_FY19 AFMIS	12 Feb 2021
Attachment C-1: BLDG 52107 Dining Facility Plans (Thunderbird)	24 Feb 2021
Attachment C-2: BLDG 85202 Dining Facility Plans (Weinstein)	24 Feb 2021
Attachment C-3: BLDG 85202 Dining Facility Plans Bldg 11656 Black Tower Floor	05 Mar 2021
Attachment D-1: GFP (Ft. Huachuca)	17 Feb 2021
Attachment D-2 REAL PROPERTY (Ft. Huachuca)	17 Feb 2021

Attachment D-3 Durable PROPERTY (Ft. Huachuca)	17 Feb 2021
Attachment E: Sample Materials List (Ft. Huachuca)	17 Feb 2021
Attachment F: Reserved	
Attachment G: FHAZ Pricing Matrix	19 Mar 2021
Attachment H: FHAZ Staffing Matrix	18 Mar 2021
Attachment I: Reserved	
Attachment J: Facility Photos	05 Mar 2021
Attachment K: Consent Forms for Release of Past Performance Information	06 Oct 2021
Attachment L: Specific Relevant Contracts Reference Sheets	06 Oct 2021
Attachment M: Past Performance Questionnaire	10 Oct 2021
Attachment N: DoD SAFE FAQ	06 Oct 2021
Attachment O: Wage Determination 215-5719 Rev 13	03 Aug 2021

INVOICE INSTRUCTIONS

1. The Contractor shall submit invoices against the task order(s) (TOs) on a monthly (30 day) basis, unless otherwise specified by the Contracting Officer or agreed to by the parties. The Contractor's invoice amount shall reflect the quantity of services delivered for the month under each CLIN/SubCLIN contained in the TO.
2. The contractor shall submit proper invoices in accordance with FAR 52.212-4.
3. Payment of Invoices. The contractor shall provide the proper invoice and receiving report in accordance with DFARS clause 252.232-7003 "Electronic Submission of Payment Requests". Payment will be made by the payment office designated in the individual task order. The Government payment office will not make disbursement to the Contractor without evidence of receipt and acceptance or certification of the items invoiced from the Order COR or other government representative as indicated in the individual task order.
4. Contractor's failure to comply with the instructions above will render the invoice as improper, and resubmission of the invoice will be required in order to obtain invoice payment.

GENERAL INFORMATION

1. The Ordering Period under which Task Orders may be awarded under the forthcoming contract will be sixty (60) consecutive months from the basic contract award date with the option for 6 additional months through FAR 52.217-8.
2. The Government guarantees a contract minimum of \$10,000 which will be obligated with the issuance of the first Task Order.
3. The Contract Maximum Value for the five (5) year ordering period to include FAR 52.217-8 is estimated at \$56.1M and can be adjusted at time of award. The contractor is not guaranteed the Contract Maximum Value.
4. This contract will be awarded by the Mission and Installation Contracting Command (MICC)-Installation Readiness Center and administered by the ACC-APG Huachuca Div, Directorate of Contracting Fort Huachuca.
5. Attachment G- Pricing Matrix. Offerors shall prepare pricing information utilizing the format provided under Attachment G- Pricing Matrix (attached). The pricing information must be legible, contain pricing for each line item identified (as required) as well as total price, and be signed and dated by the offeror. All interested offerors are required to use this form in their proposal submission.

ORDERING PROCEDURES

1. The Army Contracting Officer is authorized to issue task orders (TOs), and modifications thereto, orally or by email in addition to other methods authorized under the contract. Oral orders are considered "issued" when communicated verbally to the contractor. All oral orders will be confirmed in writing. Email orders are considered "issued" when an email is sent to the contractor.
2. The Government is authorized to issue firm, fixed-price task orders to acquire services under this contract.
3. The contractor's Pricing Matrix contained in their final proposal revisions are incorporated into the contract and will be used to price all TOs.

4. The Government will order all services under this contract via issuance of TOs in accordance with (IAW) FAR subpart 16.5 Indefinite Delivery Contracts as implemented by DFARS 216.505, Indefinite Delivery Contracts. The TO will include the following information: date of order, contract and order number, the performance period, place of performance, the specific quantity of services ordered under each CLIN/SubCLIN, the hours of operation for each DFAC (including both the days open and hours open), and the required mealtimes.

ADDENDUM TO 52.212-4

CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

1. Contract Terms and Conditions.

- Commercial Services for Full Food Services.
- In accordance with FAR 12.302(d), the following terms and conditions are incorporated into FAR Clause 52.212-4 to identify a change, deletion, or additional language to the solicitation and resultant contract for the necessary performance of this requirement:

Paragraph 52.212-4(a) Inspection/Acceptance Delete and Replace With the Following: The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed. See paragraph (y) Deduction Schedule and Performance Requirements Summary (PRS).

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

The objective of this contract is to provide a quality food program that supports the warfighter with flexible, efficient and cost effective contract food service support. To ensure the Government receives quality services, and pays only for conforming services actually provided, the Government will perform surveillance on the contract and reserves the right to monitor the contract in any manner necessary, at any time necessary, and at all places necessary to ensure that the services rendered conform to contract requirements (PWS Paragraph 4.1). In addition to random and planned surveillance, US Army Public Health Command personnel may perform inspections at contracted dining facilities.

- (b) Assignment. No Change.
- (c) Changes. No Change.
- (d) Disputes. No Change.

Paragraph 52.212-4(e) Definitions to Include the Following Additional Language: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(f) Excusable Delays. No Change.

Paragraph 52.212-4 (g) Invoice to Include the Following Additional Language:

See Solicitation.

- (h) Patent indemnity. No Change.
- (i) Payment. No Change.
- (j) Risk of loss. No Change.
- (k) Taxes. No Change.
- (l) Termination for the Government's Convenience. No Change.
- (m) Termination for Cause. No Change.
- (n) Title. No Change.
- (o) Warranty. No Change.
- (p) Limitation of liability. No Change.
- (q) Other Compliance. No Change.
- (r) Compliance with laws unique to Government contracts. No Change.
- (s) Order of precedence. No Change.
- (t) System for Award Management. No Change.
- (u) Unauthorized Obligations. No Change.
- (v) Incorporation by reference. No Change.

Add the Following Paragraph (w) Ordering.

See Solicitation.

Add the Following Paragraph (x) Deduction Schedule and Performance Requirements Summary (PRS).

The Contractor shall receive payment commensurate with services performed when contract requirements have been met and each PRS service is performed within the established acceptable quality limit (AQL) (PWS paragraph 4.1.2.)

ADDENDUM TO 52.212-2

I. Evaluation Factors for Award

a. Basis for contract award.

(1) Award will be made to a single offeror whose timely offer is deemed responsible IAW FAR, whose proposal conforms to the solicitation requirements and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Lowest Priced Technically Acceptable (LPTA) offer, or to the SLA under the R-SA priority pursuant to the procedures outlined below in the provision.

(2) This procurement will be conducted pursuant to the Randolph-Sheppard Act (R-SA), 20 U.S.C. 107 § Operation of Vending Facilities and 34 CFR § 395.33 Operation of Cafeterias by Blind which establishes priority for blind persons recognized and represented by the State Licensing Agency (SLA), in the award of contracts for the operation of cafeterias on federal facilities. Accordingly, although the solicitation is set-aside 100% for small business, the State Licensing Agency will also be permitted to submit a proposal in accordance with 34 CFR § 395.33(b).

(3) The source selection will be conducted in the following steps:

STEP 1. After initial evaluation of timely received proposals in accordance with (IAW) the evaluation criteria specified in this solicitation and based on those initial evaluations, to include the total evaluated price (TEP), a Competitive Range (CR) will be established from proposals evaluated as "Acceptable". If the contracting officer determines that a proposal should be excluded from the CR, the contracting officer will provide written notice of the exclusion to that offeror. If the SLA's proposal is excluded from the CR, the SLA may file a complaint with the Secretary of Education under the provisions of 34 CFR § 395.37.

STEP 2. In accordance with Army Regulation 210-25 (Vending Facility Program for the Blind on Federal Property), the Government shall enter into discussions/negotiations with all offerors whose proposals have been determined to be in the CR established in Step 1, above. If, after discussions have begun, the Government determines that an offeror's proposal should no longer be included in the CR, the proposal will

be eliminated from consideration for award. Written notice of the exclusion from the CR will be provided to unsuccessful offerors. If the SLA is removed from the CR at this time, the SLA may file a complaint with the Secretary of Education under the provisions of 34 CFR § 395.37.

STEP 3. The Government will request Final Proposal Revisions (FPRs) at the conclusion of discussions with the offerors remaining within the CR. The FPRs will be evaluated IAW the evaluation criteria specified in this solicitation. The Government does not intend to conduct further discussions after receipt of the FPRs. As such, offerors in the CR are cautioned to submit their best offer for the FPRs. However, if the contracting officer determines it necessary, the Government may establish a revised CR, re-open and conduct discussions again after receipt of FPRs, and then call for new FPRs.

STEP 4. After evaluation of the FPRs has been completed, the offeror with a technically acceptable proposal with the lowest evaluated reasonable price and acceptable past performance will be the offer that represents the LPTA offer for the Government. The LPTA evaluation process stops at this point. Subject to a determination of contractor responsibility, that offeror will receive award unless preempted by application of the SLA priority in accordance with SLA Priority (STEP 5), below.

STEP 5. If the LPTA offer, as determined under STEP 4 above, is not the SLA, the Government will determine if award to the SLA shall preempt the LPTA offeror using the following criteria in accordance with the R-SA:

(i) If the SLA's proposal was included in the CR, found to be technically acceptable with acceptable past performance and the SLA demonstrates through its proposal that it can provide such an operation at a fair and reasonable price as determined by the Government after applying the source selection criteria contained in the solicitation and provide food of high quality comparable to what is currently provided to service members, then priority/award will be given/made to the SLA subject to a determination of contractor responsibility and consultation with the Secretary of Education (IAW 34.CFR § 395.33(b)).

(ii) If the SLA proposal does not meet all criteria listed in the RFP and in paragraph (i) above, the SLA priority will not apply and award will be made to the LPTA offeror subject to a determination of contractor responsibility. If the SLA is dissatisfied with an action taken relative to its proposal, it may file a complaint with the Secretary of Education under the provisions of 34 CFR § 395.37.

(4) Trade-offs between cost/price and non-cost/price factors are not permitted.

(5) The Government will evaluate proposed prices for reasonableness using price analysis techniques. Proposed prices evaluated as unreasonable (includes unbalanced, inaccurate or incomplete price proposals) may be grounds for eliminating a proposal from competition.

b. The Government intends to award one single contract as a result of this solicitation. Offers received for less than the stated number of items listed in the pricing schedule, Schedule of Supplies/Services of the Solicitation, will be considered ineligible for award.

c. Evaluation Criteria.

(1) Evaluation criteria consists of factors and subfactors. The proposals will be evaluated under three (3) evaluation factors: Technical Capability, Past Performance, and Price.

Factor 1: Technical Capability Factor

Subfactor 1: Organizational Structure

Subfactor 2: Staffing Plan

Factor 2: Past Performance Factor

Factor 3: Price Factor

Evaluation of the offeror's proposal shall address each subfactor as it applies to the PWS. During evaluations of each proposal, the Government will assign each subfactor an adjectival rating and write a narrative evaluation reflecting the identified findings.

(2) Factor 1 – Technical Capability. The Technical Capability Factor evaluation provides an assessment of the offeror's capability to satisfy the Government's minimum requirements. This factor has two sub-factors that will be used to determine the overall technical capability: Organizational Structure and Staffing Plan.

Subfactor 1 – Organizational Structure.

To be considered Acceptable, Offeror shall clearly demonstrate the organizational structure will be successful and effective in ensuring all requirements in the PWS are met IAW the acceptable quality levels identified in the PWS, paragraph 4.0.

Subfactor 2 – Staffing Plan. To be considered acceptable, the Offeror shall clearly demonstrate that their staffing is appropriate to successfully perform the PWS requirements. Appropriate staffing includes the number of personnel and the labor mix to successfully perform the PWS requirements. The offeror's staffing and rationale shall clearly demonstrate (1) that the number of staff and the associated labor type outside of serving times is appropriate to clearly demonstrate successful completion of the PWS requirements; and (2) the staffing will ensure successful continuous operations of all PWS tasks during the feeding times (to include as patrons/units rotate through the facility). Additionally, the Offeror's staffing shall clearly demonstrate they can accommodate fluctuating workloads within a band of meals, minimize personnel turnover, and allow for cross-training and cross-utilizing of personnel to perform the requirements of the PWS.

Adjectival Ratings: Acceptability of the proposed service. Technical capability will be evaluated on an acceptable or unacceptable basis using the ratings below. Proposals are evaluated for acceptability, but not ranked. Each Technical Capability Subfactor will receive one of the ratings defined below and then there will be an overall roll-up rating at the Factor level. An Unacceptable rating in any Sub-factor renders the Technical Rating unacceptable. In order to be considered awardable, there must be an acceptable rating in every non-price factor/subfactor.

Table 1 - Technical Acceptable/Unacceptable Rating Method

Adjectival Rating	Description
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.

(3) Factor 2 – Past Performance. The past performance evaluation will assess the offeror's probability of meeting the solicitation's requirements as indicated by that offeror's record of past performance. Past performance is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on performance that is relevant to the services being procured under this solicitation. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources available to the Government to include, but not limited to the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases, and may be obtained from other sources available to the Government, such as Defense Contract Management Agency, and interviews with program managers, contractors, or fee determining officials. Past performance areas of evaluation include:

Quality
Schedule
Management
Small Business Subcontracting (Only applies to the SLA)
Regulatory Compliance

(a) Each offeror will receive a past performance assessment rating based on the offeror's record of recent and relevant past performance information that pertains to solicitation requirements.

(b) Recent Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past three (3) years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.

(c) Relevancy Assessment. To be relevant, the effort must be similar in nature of work, size, and complexity to the services/products being procured with this solicitation. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature of work size and complexity to the services/products being procured with this solicitation. A relevancy determination of the offeror's (including joint venture partner(s) and major and critical subcontractor(s)) past performance will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. In establishing what is relevant for the acquisition, consideration should be given to the aspects of an offeror's contract history that would give the most confidence that the offeror will satisfy the current procurement. The past performance information provided in the proposal and obtained from other sources will be used to establish the relevancy of past performance.

(d) The past performance evaluation team will review the past performance information and determine the quality and usefulness as it applies to the performance assessment.

(e) Assigned Ratings. The Past Performance Factor will be rated on an acceptable or unacceptable basis using the ratings defined below:

Table 2 - Past Performance Acceptable/Unacceptable Rating Method

Adjectival Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. See note below.
Unacceptable	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown (or neutral) past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered acceptable.

(4) Factor 3 – Price. Price will not be scored or rated. Evaluation of price will be performed using one or more of the proposal analysis techniques in FAR 15.404-1(b). Unbalanced pricing may be evaluated IAW FAR 15.404-1(g), as applicable, to assess potential performance risk which could result in unreasonably high prices. Through these techniques, the Government will determine whether prices are reasonable, complete, and balanced (to include all prices contained in the Schedule of Supplies/Services of the Solicitation and Attachment G - Pricing Matrix).

Total Evaluated Price (TEP) – The TEP for award purposes will be calculated as follows from the Schedule of Supplies/Services of the Solicitation:

- The total price of Phase-in CLIN;
- The total price of Project Management for all years;
- The total price of each of the Dining Facility CLINs for all years (to include remote site feeding and opening/closing of DFACs);
- The total price of the option to extend services as described in (4)(a) below; and
- The total price of CMR.

- (a) Option to Extend Services. As part of price evaluation, the Government will evaluate its option to extend services (FAR Clause 52.217-8) by adding six (6) months of the offeror's final ordering year price to the offeror's total price. Offerors are not required to enter a price for the six month extension period.
- (b) Any CLIN or SubCLINs provided in Attachment G, Pricing Matrix, without an estimated quantity will not be included in the TEP for award purposes. However, the Unit Prices provided for these CLINs/SubCLINs will be evaluated for reasonableness and balance.
- (c) The Government will review the contractor's proposed basic labor rates by labor category to ensure they meet the minimum hourly wage rate delineated in the SCA WD and/or CBA

ADDENDUM TO 52.212-1

Instructions, Conditions, and Notices to Offerors

I. Proposal Preparation Instructions

A. Proposal Submittal and Inquiries

1. Due to the situation surrounding COVID-19 and DoD guidance, Offerors will be required to e-mail their proposal documents to the Contracting Officer and Contract Specialist at the following email addresses: samuel.j.colton.civ@mail.mil and javelin.m.carouthers.civ@mail.mil. Should the files be too large to e-mail the Offeror will need to e-mail the Contracting Officer and Contract Specialist for the Government to submit a "Request a Drop-off" request through the DoD Secure Access File Exchange (SAFE) web-based tool. Once the Government submits the request Offerors will have fourteen (14) days to upload their digital proposal files for "Pick-Up" by the Contracting Officer and Contract Specialist before the request expires. The Offerors e-mail submission or submission through the DoD SAFE must be made no later than (NLT) the closing date and time specified in the solicitation.
2. The point of contact responsible for providing additional information and answering all inquiries is the Contracting Officer via the Contract Specialist. All questions or concerns regarding this solicitation shall be submitted in writing to the Contracting Officer and Contract Specialist at the following email addresses: samuel.j.colton.civ@mail.mil and javelin.m.carouthers.civ@mail.mil.
3. Due to the situation surrounding COVID-19 and DoD guidance a Site Visit for this requirement will NOT be conducted at Fort Leonard Wood, MO. Please refer to the attachments provided to this solicitation for building information.

Any and all technical questions or clarifications will need to be submitted in writing to the Contracting Officer and Contract Specialist as specified in the instructions below.

All Technical Questions are due No Later Than (NLT) 14 Dec 2021, 12:00 PM CST. Offerors will submit questions in writing to Contracting Officer and Contract Specialist through samuel.j.colton.civ@mail.mil and javelin.m.carouthers.civ@mail.mil. The Government will answer questions received up until due date listed above and provide responses to interested parties via System for Award Management (SAM) website at <https://sam.gov/content/home>. Questions received after this date may not be answered.

B. General Instructions

1. To ensure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements in addition to those identified as evaluation factors and subfactors. Failure to meet a requirement may result in an offer being ineligible for award in the absence of discussions. Taking exception to any provision in the solicitation without addressing the exception with the contracting office before the proposal due date specified within the solicitation will render the proposal ineligible for award. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offerors, the contracting officer will review this determination, and if adequate price competition exists, no additional cost information will be requested. However, if at any time during this process the contracting officer determines that adequate price competition no longer exists, offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness of the proposed price.
2. This procurement is subject to the Randolph-Sheppard Act (R-SA), 20 U.S.C. §107, Operation of Vending Facilities and 34 CFR §395.33, Operation of Cafeterias by Blind Vendors, which establishes a priority for blind persons recognized and represented by the State Licensing Agency (SLA), in the award of contracts for the operation of cafeterias on federal facilities. Accordingly, although the solicitation is set-aside 100% for small business, the State Licensing Agency will also be permitted to submit a proposal in accordance with 34 CFR 395.33(b). This notice is not designed to discourage competition rather, it notifies all potential offerors that the priority established by the R-SA for proposals received from SLAs and their blind vendors is applicable to this procurement.
3. The selection of a source for award purposes will be conducted utilizing FAR Part 12 (Acquisition of Commercial Items) in conjunction with FAR Part 15 (Contracting by Negotiation). Offers will be evaluated using the criteria under the Addendum to 52.212-2 Evaluation-Commercial Items. Award will be made to a single offeror whose timely offer is deemed responsible IAW FAR, whose proposal conforms to the solicitation requirements and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Lowest Priced Technically Acceptable (LPTA) offer, or to the SLA under the R-SA priority pursuant to the procedures outline in this solicitation. The source selection steps are delineated in the addendum to 52.212-2.
4. By submission of its offer, the offeror agrees to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements to include those identified specifically as evaluation factors and subfactors. Failure to meet a requirement may result in an offer being rejected.
5. Noncompliance with the Request for Proposal (RFP) requirements may hamper the Government's ability to properly evaluate the proposal and may result in elimination of the proposal from further consideration for contract award.
6. Proposals shall remain valid for 120 days following the date specified for receipt of offers.
7. Instructions outlined in paragraph C below, prescribes the format for the proposal and describes the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals.
8. If an offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.
9. IAW FAR 4.8, Government Contract Files, the Government will retain one copy of all unsuccessful proposals.
10. All referenced documents for this solicitation are available on the System for Award Management (SAM) website at <https://sam.gov/content/home>. Potential offerors are encouraged to subscribe for real-time email notifications when information has been posted to the website for this solicitation.

11. Debriefings. Upon notification, unsuccessful offerors may request and receive a debriefing IAW the requirements of FAR 15.506.

C. Proposal Preparation Instructions

1. The offeror's proposal shall consist of four (4) separate volumes: Volume I – RFP Documents, Volume II – Technical, Volume III – Past Performance, and Volume IV – Price.
2. Exception: IAW FAR Part 19.702, the SLA, if submitting a proposal, shall submit Volume V – Subcontracting Plan. Volume V shall be submitted as identified in paragraph 4.e. Instructions for required components for the subcontracting plan can be found at FAR Clause 52.219-9 Alt II (Sep 2021) and DFARS Clause 252.219-7003.
3. Proposal Format.
 - a. Offerors shall submit an original copy, listed in paragraph c. Table 2 below, of their proposal.
 - b. Exceptions. Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors and sub-factors. Failure to meet a requirement may result in an offeror being ineligible for award. If the offeror finds it necessary to take exception to any of the requirements specified in this solicitation, the offeror shall clearly identify the applicable Volume and exceptions with a complete explanation of why the exception was taken, what benefit accrues to the Government (if any), and its impact (if any), on the performance, schedule, cost, and specific requirements of the solicitation. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. ***Offerors are cautioned that taking an exception may render the offer ineligible for award.*** This information shall be provided in the format below in Table 1.

Table 1 – Solicitation Exceptions

Solicitation Document	Page/Paragraph	Requirement/Portion	Rationale & Impact
PWS Evaluation Factors for Award, etc.	Applicable Page and Paragraph Numbers.	Identify the requirement or portion to which exception is taken.	Describe the rationale and impact of the exception.

c. The proposals shall be organized into the four (4) volumes identified at Table 2. The SLA is required to also submit Volume V. A cover sheet should be provided, clearly marked as to volume number, title, solicitation identification, and offeror's name. All text shall be single spaced and on white background with black color font (Black and white requirement does not apply to graphics or photos. Company stationary and logos are acceptable). Documents shall be easily readable (12-pitch type or 10 point proportion spacing). Cross-references should be utilized to preclude unnecessary duplication of data between sections. Digital copies shall be provided in Microsoft Word, PDF, PowerPoint, and/or Excel as outlined in Table 2. The file name shall be "Company Name – Initial" for the first submission. The file name of later submissions (if necessary), shall be "Company Name – Revision X" with X indicating the number of the revision. Page limitations are as follows in Table 2:

Table 2 – Proposal Submittal Instructions and Format

VOLUME	TITLE	NO. OF DIGITAL & ELECTRONIC COPIES	PAGE LIMIT
I	RFP Documents	1 EA – MS Word or PDF	N/A
II	Technical (Note: Staffing Matrix shall be provided in Excel)	1 EA – MS Word, PDF or Excel	100 Total
III	Past Performance	1 EA – MS Word, PDF or Excel	10 pages per reference

IV	Price (Note: Pricing Matrix shall be provided in Excel)	1 EA – MS Word or Excel	None
V	Subcontracting Plan (SLA ONLY)	1 EA – MS Word, PDF or Excel	20

d. **Proposal Limitations.** The proposal shall not exceed the limits stated at Table 2 (above). If the page limits are exceeded, the pages in excess of the limit shall be removed and unread. The Government will not accept any changes to the offeror's proposal after the closing date of the solicitation (see FAR Provision 52.212-1(f), for further information regarding late proposals). If discussions become necessary, page limitations may be placed on responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors.

e. **Page Limit** includes all appendices, charts, graphs, diagrams, tables, photographs, or drawings.

f. **Page Limit** does not include covers for volumes, tables of contents, glossary of abbreviations and acronyms, indices, title pages, cross reference indices, staffing matrix (Attachment H) and section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. Pages will be counted if they contain any other information, i.e., diagrams or extraneous data. Pages marked "This page intentionally left blank" will not be counted.

g. **What Counts As A Page.** A page shall be an 8 1/2" x 11" sheet of paper. Letter size and spacing requirements for illustrations and tables can be at the discretion of the offeror but must be easily readable. Margins shall be at least 1 inch on the top and bottom and 3/4 inch on the side. The offeror shall number each page in order to eliminate any confusion. In the event an offeror creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages.

h. **Indexing.** Each volume shall contain a detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

i. **Glossary of Abbreviations and Acronyms.** Each volume shall contain a glossary of all abbreviations and acronyms used with a definition for each.

4. **Proposal Content.**

a. **Volume 1 – RFP Documents.** Offerors are required to submit a completed SF 1449 (Solicitation, Offer and Award) (Including Acknowledgment of Amendments). All final monetary extensions shall be in whole dollars only. Failure to follow the Contract Proposal preparation instructions may cause your proposal to be deemed unacceptable by the Government. Volume I shall be organized as follows and contain the identified information.

TAB A. Exceptions/Assumptions (if required) – Identification and explanation of any exceptions or deviations. Additionally, any assumptions used in the proposal preparation must be identified. See Table 1 – Solicitation Exceptions.

TAB B. Solicitation, Offer and Award – The SF 1449 shall be submitted fully completed. The offeror is cautioned that the SF 1449 must contain an original signature in Block 30a of the form. The contractor shall acknowledge any amendments to the RFP IAW the instructions on the SF 1449 and with Instructions, Conditions, and Notices to Offerors of the Solicitation, FAR 52.212-1 Instructions to Offerors – Commercial Items. The offeror shall provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to the proposal and who can obligate the company contractually. Also, identify those individuals authorized to negotiate with the Government.

TAB C. Supplies or Services and Prices/Costs – The offeror shall ensure the Schedule of Supplies/Services of the Solicitation is fully completed and error free. It shall contain the offeror’s prices for the established Contract Line Items Numbers (CLINS).

TAB D. Representation, Certification, and Other Statements of Offerors – The offeror shall ensure that corresponding Representation, Certifications, and Other Statements of Offerors are submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely.

TAB E. Contingency Plan - Offerors shall submit a Contingency Plan IAW DFARS Clause 252.237-7024, Notice of Continuation of Essential Contractor Services, and PWS paragraph 2.2.1.4. Note: Although the plan is required, it will not be included in the source selection evaluation or be considered in the basis for award.

TAB F. Property Management Plan (PMP) - Offerors shall submit a PMP IAW FAR Clause 52.245-1, Government Property, and PWS paragraph 5. Note: Although the plan is required, it will not be included in the source selection evaluation or be considered in the basis for award.

b. Volume II – Technical Volume.

(1) The Technical Volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims in the Offeror’s proposal. The responses will be evaluated against the Technical Capability Factor and Subfactors defined in the Addendum to 52.212-2 Evaluation-Commercial Items. Offerors are cautioned that “parroting” of the Technical requirements or the PWS with a statement of intent to perform does not reflect and understanding of the requirement or the capability to perform. Statements that the offeror understands, can, or will comply with the PWS (including referenced publications or technical data); and phrases such as “standard procedures will be employed” or “well known techniques will be used” etc., will be considered unacceptable. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Offerors shall assume that the Government has no prior knowledge of their technical capabilities and past experience, and will base its evaluation on the information presented in the offeror’s proposal. See Table 2 for page limits associated with the proposal.

(2) The Technical proposal will be evaluated against the Technical Capability Factor and Subfactors defined in the Addendum to 52.212-2 Evaluation-Commercial Items. The section shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the contractor’s technical competence and ability to comply with the contract task requirements specified in the PWS.

(3) The volume shall be organized according to the following general outline.

- Tab A – Table of Contents
- Tab B – List of Tables and Drawings
- Tab C – Cross Reference Matrix
- Tab D – Factor 1 Technical Capability

(4) Additional information specific to Tab D of the Technical Volume follows:

TAB D. Technical Capability.

Subfactor 1 – Organizational Structure: The Offeror shall submit an organizational diagram with a detailed explanation of their organizational structure that identifies the following:

- (a) Key position(s), qualifications for key position(s), and what authority these individuals possess;
- (b) Where decision making and problem resolution authority lies within the organization;
- (c) Identification of the command and control relationship among the Offeror and all proposed subcontractor(s). The command and control relationship must include identification of leadership positions (e.g., team leads, foremen, supervisors, managers) responsible for performing successful oversight of the PWS.

Subfactor 2 - Staffing Plan. The staffing plan shall include proposed staffing by labor categories to perform the required services in each building listed in the PWS and Solicitation Attachment F – Estimated Workload. Offerors shall utilize the Solicitation Attachment H - Staffing Matrix, for depicting their staffing. Offerors are only required to complete the Staffing Matrix for CLINs/SubCLINs within the Pricing Matrix that contain estimated quantities.

In addition to completing the Staffing Matrix, offerors shall provide rationale for their staffing for the applicable dining facilities to specifically address the following:

- (a) Explain the logic for the staffing (FTEs x labor categories) for not only during serving times, but for hours before and after serving times;
- (b) Rationale for staffing to ensure successful continuous operations of all PWS tasks during feeding times (to include as patrons/units rotate through the facility).

Rationale needs to include their methodology for accommodating fluctuating meals within the bands, cross-utilization of personnel and minimizing employee turnover.

c. Volume III – Past Performance. The Past Performance evaluation will be accomplished by reviewing aspects of an offeror's recent Past Performance, focusing on and targeting performance which is relevant to the effort.

Past performance information described herein is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners proposed to perform 25% of the proposed effort based on the total proposed price. The offeror shall submit, along with the information required in this paragraph, a consent letter executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. For each identified effort for a commercial customer, the offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the offeror's performance.

(1) The offeror shall include documentation regarding their relevant past performance as it directly relates to the work being procured under this solicitation. The offeror SHALL NOT go back more than 3 years from the date of the solicitation for the submitted data. The past performance data shall show successful history of past contract performance.

(2) In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance Volume and information obtained from other sources available to the Government to include, but not limited to, the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontractor Reporting System (eSRS) or other databases; and may be obtained from other sources available to the Government, such as the Defense Contract Management Agency; and interviews with program managers, contracting officers, and/or fee determining officials. Offerors are reminded that both independent data and data provided by offerors in their proposals may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the offerors. Proposals that do not contain the information requested in this paragraph risk rejection or a less than acceptable performance rating by the Government. All past performance comments received will be taken into consideration and could affect the overall rating. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (IAW FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown (or neutral) past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered acceptable.

(3) Submission Requirements. The offeror shall submit a Past Performance Volume containing the following:

Table of Contents

Summary Page describing the role of the offeror and each subcontractor, teaming partner, and/or joint venture partner that the offeror is required to provide Past Performance specific relevant contract reference sheets for the past performance experience IAW Attachment L.

Consent Letters executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing the release of past performance information so the offeror can respond to such information. A sample consent letter can be found at Attachment K.

Client Authorization Letters for each identified effort for a commercial customer authorizing release to the Government of requested information on the offeror's performance.

Specific Relevant Contracts Format. Complete sheets IAW Attachment L and ensure that the submission is limited to 10 pages per reference. The offeror shall provide documentation outlining the offeror's past performance with contracts, as a prime or as a subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this solicitation. The submittal shall include rationale supporting assertion of relevance and how it is determined that the work previously performed is the same or similar in nature, size, and complexity to the work specified by this solicitation. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate.

Past Performance Questionnaire – See Attachment M - Past Performance Questionnaire. The offeror shall forward a copy of the Past Performance Questionnaire for each of the contracts identified on the specific relevant contract reference to the points of contact responsible for monitoring performance. The points of contact shall return the questionnaires directly via email to the Contracting Officer and Contract Specialist at the following email addresses: samuel.j.colton.civ@mail.mil and javelin.m.carouthers.civ@mail.mil no later than the proposal due date. Questionnaires not submitted directly to the Contracting Officer or Contract Specialist will not be reviewed and evaluated. The information contained in the properly executed and returned questionnaires will be used to evaluate the offeror's past performance. New entities that have no past customers shall annotate on the Summary Page that they have no previous clients and that the minimum number of questionnaires cannot be provided.

d. Volume IV – Price. The offeror shall provide a price for each CLIN included in the Schedule of Supplies/Services of the Solicitation. The offer shall complete the pricing matrix, (Attachment G – Pricing Matrix) and shall provide a price for each CLIN/SubCLIN in the pricing matrix. Offerors are required to submit a unit price and extended amount (estimated quantity X Unit Price = Extended Amount) for each Building within the Pricing Matrix (for SubCLINs that do not contain an estimated quantity the offeror shall simply insert a Unit Price only). The offerors shall utilize the extended CLIN pricing from the pricing matrix to price the applicable CLIN in the Schedule of Supplies/Services of the Solicitation.

The offeror shall ensure prices are represented in whole dollars only. The offeror shall include in their pricing matrix a breakdown by each labor category subject to the SCA WD and/or CBA the basic hourly labor rates being paid. The Government reserves the right to request Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data if the Government deems it necessary in order to determine price reasonableness.

(1) Offerors are required to submit prices for Phase-in, Project Management, each dining facility, and CMR in the Schedule of Supplies/Services of the Solicitation and Attachment G - Pricing Matrix. As part of price evaluation, the Government will evaluate its option to extend services (FAR Clause 52.217-8) by adding six (6) months of the offeror's final ordering year price to the offeror's total price.

(2) The offeror is informed that Department of Labor Wage Determination is applicable to this requirement, see Solicitation Attachment I – CBA/ Supplement Union Agreement.

e. Volume V – Subcontracting Plan. The priority established by the R-SA applies to this acquisition. This requirement is being set-aside for small business. Therefore, only the SLA is required to submit subcontracting plans and those plans must contain all the elements required in FAR Clause 52.219-9 Alt II (Sep 2021) and DFARS Clause 252.219-7003. Subcontracting plans shall contain separate percentage goals using Small Business (SB),

Small Disadvantaged Business (SDB), HUBZone Small Business, Women-Owned Small Business (WOSB), Veteran Owned Small Business (VOSB), and Service Disabled Veteran Owned Small Business (SDVOSB) concerns as subcontractors. Small business concerns are not required to submit a subcontracting plan. Failure to comply with the requirement herein and FAR Clause 52.219-9 Alt II (Sep 2021) and DFARS Clause 252.219-7003 shall render the offeror ineligible for award. The subcontracting plan shall be provided with the proposal.

ADDENDUM TO 52.212-2 Evaluation-Commercial Items

I. Evaluation Factors for Award

a. Basis for contract award.

(1) Award will be made to a single offeror whose timely offer is deemed responsible IAW FAR, whose proposal conforms to the solicitation requirements and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Lowest Priced Technically Acceptable (LPTA) offer, or to the SLA under the R-SA priority pursuant to the procedures outlined below in the provision.

(2) This procurement will be conducted pursuant to the Randolph-Sheppard Act (R-SA), 20 U.S.C. 107 § Operation of Vending Facilities and 34 CFR § 395.33 Operation of Cafeterias by Blind which establishes priority for blind persons recognized and represented by the State Licensing Agency (SLA), in the award of contracts for the operation of cafeterias on federal facilities. Accordingly, although the solicitation is set-aside 100% for small business, the State Licensing Agency will also be permitted to submit a proposal in accordance with 34 CFR § 395.33(b).

(3) The source selection will be conducted in the following steps:

STEP 1. After initial evaluation of timely received proposals in accordance with (IAW) the evaluation criteria specified in this solicitation and based on those initial evaluations, to include the total evaluated price (TEP), a Competitive Range (CR) will be established from proposals evaluated as “Acceptable”. If the contracting officer determines that a proposal should be excluded from the CR, the contracting officer will provide written notice of the exclusion to that offeror. If the SLA’s proposal is excluded from the CR, the SLA may file a complaint with the Secretary of Education under the provisions of 34 CFR § 395.37.

STEP 2. In accordance with Army Regulation 210-25 (Vending Facility Program for the Blind on Federal Property), the Government shall enter into discussions/negotiations with all offerors whose proposals have been determined to be in the CR established in Step 1, above. If, after discussions have begun, the Government determines that an offeror’s proposal should no longer be included in the CR, the proposal will be eliminated from consideration for award. Written notice of the exclusion from the CR will be provided to unsuccessful offerors. If the SLA is removed from the CR at this time, the SLA may file a complaint with the Secretary of Education under the provisions of 34 CFR § 395.37.

STEP 3. The Government will request Final Proposal Revisions (FPRs) at the conclusion of discussions with the offerors remaining within the CR. The FPRs will be evaluated IAW the evaluation criteria specified in this solicitation. The Government does not intend to conduct further discussions after receipt of the FPRs. As such, offerors in the CR are cautioned to submit their best offer for the FPRs. However, if the contracting officer determines it necessary, the Government may establish a revised CR, re-open and conduct discussions again after receipt of FPRs, and then call for new FPRs.

STEP 4. After evaluation of the FPRs has been completed, the offeror with a technically acceptable proposal with the lowest evaluated reasonable price and acceptable past performance will be the offer that represents the LPTA offer for the Government. The LPTA evaluation process stops at this point. Subject to

a determination of contractor responsibility, that offeror will receive award unless preempted by application of the SLA priority in accordance with SLA Priority (STEP 5), below.

STEP 5. If the LPTA offer, as determined under STEP 4 above, is not the SLA, the Government will determine if award to the SLA shall preempt the LPTA offeror using the following criteria in accordance with the R-SA:

(iii) If the SLA's proposal was included in the CR, found to be technically acceptable with acceptable past performance and the SLA demonstrates through its proposal that it can provide such an operation at a fair and reasonable price as determined by the Government after applying the source selection criteria contained in the solicitation and provide food of high quality comparable to what is currently provided to service members, then priority/award will be given/made to the SLA subject to a determination of contractor responsibility and consultation with the Secretary of Education (IAW 34.CFR § 395.33(b)).

(iv) If the SLA proposal does not meet all criteria listed in the RFP and in paragraph (i) above, the SLA priority will not apply and award will be made to the LPTA offeror subject to a determination of contractor responsibility. If the SLA is dissatisfied with an action taken relative to its proposal, it may file a complaint with the Secretary of Education under the provisions of 34 CFR § 395.37.

(4) Trade-offs between cost/price and non-cost/price factors are not permitted.

(5) The Government will evaluate proposed prices for reasonableness using price analysis techniques. Proposed prices evaluated as unreasonable (includes unbalanced, inaccurate or incomplete price proposals) may be grounds for eliminating a proposal from competition.

b. The Government intends to award one single contract as a result of this solicitation. Offers received for less than the stated number of items listed in the pricing schedule, Schedule of Supplies/Services of the Solicitation, will be considered ineligible for award.

c. Evaluation Criteria.

(1) Evaluation criteria consists of factors and subfactors. The proposals will be evaluated under three (3) evaluation factors: Technical Capability, Past Performance, and Price.

Factor 1: Technical Capability Factor

Subfactor 1: Organizational Structure

Subfactor 2: Staffing Plan

Factor 2: Past Performance Factor

Factor 3: Price Factor

Evaluation of the offeror's proposal shall address each subfactor as it applies to the PWS. During evaluations of each proposal, the Government will assign each subfactor an adjectival rating and write a narrative evaluation reflecting the identified findings.

(2) Factor 1 – Technical Capability. The Technical Capability Factor evaluation provides an assessment of the offeror's capability to satisfy the Government's minimum requirements. This factor has two sub-factors that will be used to determine the overall technical capability: Organizational Structure and Staffing Plan.

Subfactor 1 – Organizational Structure.

To be considered Acceptable, Offeror shall clearly demonstrate the organizational structure will be successful and effective in ensuring all requirements in the PWS are met IAW the acceptable quality levels identified in the PWS, paragraph 4.0.

Subfactor 2 – Staffing Plan. To be considered acceptable, the Offeror shall clearly demonstrate that their staffing is appropriate to successfully perform the PWS requirements. Appropriate staffing includes the number of personnel and the labor mix to successfully perform the PWS requirements. The offeror's staffing and rationale shall clearly demonstrate (1) that the number of staff and the associated labor type outside of serving times is appropriate to clearly demonstrate successful completion of the PWS requirements; and (2) the staffing will ensure successful continuous operations of all PWS tasks during the feeding times (to include as patrons/units rotate through the facility). Additionally, the Offeror's staffing shall clearly demonstrate they can accommodate fluctuating workloads within a band of meals, minimize personnel turnover, and allow for cross-training and cross-utilizing of personnel to perform the requirements of the PWS.

Adjectival Ratings: Acceptability of the proposed service. Technical capability will be evaluated on an acceptable or unacceptable basis using the ratings below. Proposals are evaluated for acceptability, but not ranked. Each Technical Capability Subfactor will receive one of the ratings defined below and then there will be an overall roll-up rating at the Factor level. An Unacceptable rating in any Sub-factor renders the Technical Rating unacceptable. In order to be considered awardable, there must be an acceptable rating in every non-price factor/subfactor.

Table 1 - Technical Acceptable/Unacceptable Rating Method

Adjectival Rating	Description
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.

(3) Factor 2 – Past Performance. The past performance evaluation will assess the offeror's probability of meeting the solicitation's requirements as indicated by that offeror's record of past performance. Past performance is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on performance that is relevant to the services being procured under this solicitation. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources available to the Government to include, but not limited to the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases, and may be obtained from other sources available to the Government, such as Defense Contract Management Agency, and interviews with program managers, contractors, or fee determining officials. Past performance areas of evaluation include:

Quality
Schedule
Management
Small Business Subcontracting (Only applies to the SLA)
Regulatory Compliance

- (a) Each offeror will receive a past performance assessment rating based on the offeror's record of recent and relevant past performance information that pertains to solicitation requirements.
- (b) Recent Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past three (3) years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.
- (c) Relevancy Assessment. To be relevant, the effort must be similar in nature of work, size, and complexity to the services/products being procured with this solicitation. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature of work size and complexity to the services/products being procured with this solicitation. A relevancy determination of the offeror's (including joint venture partner(s) and major and critical subcontractor(s)) past performance will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. In establishing what is relevant for the acquisition, consideration should be given to the aspects of an offeror's contract

history that would give the most confidence that the offeror will satisfy the current procurement. The past performance information provided in the proposal and obtained from other sources will be used to establish the relevancy of past performance.

(d) The past performance evaluation team will review the past performance information and determine the quality and usefulness as it applies to the performance assessment.

(e) Assigned Ratings. The Past Performance Factor will be rated on an acceptable or unacceptable basis using the ratings defined below:

Table 2 - Past Performance Acceptable/Unacceptable Rating Method

Adjectival Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. See note below.
Unacceptable	Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (FAR 15.305(a)(2)(iv)). Therefore, the offeror shall be determined to have unknown (or neutral) past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered acceptable.

(4) Factor 3 – Price. Price will not be scored or rated. Evaluation of price will be performed using one or more of the proposal analysis techniques in FAR 15.404-1(b). Unbalanced pricing may be evaluated IAW FAR 15.404-1(g), as applicable, to assess potential performance risk which could result in unreasonably high prices. Through these techniques, the Government will determine whether prices are reasonable, complete, and balanced (to include all prices contained in the Schedule of Supplies/Services of the Solicitation and Attachment G - Pricing Matrix).

Total Evaluated Price (TEP) – The TEP for award purposes will be calculated as follows from the Schedule of Supplies/Services of the Solicitation:

- The total price of Phase-in CLIN;
- The total price of Project Management for all years;
- The total price of each of the Dining Facility CLINs for all years (to include remote site feeding and opening/closing of DFACs);
- The total price of the option to extend services as described in (4)(a) below; and
- The total price of CMR.

(a) Option to Extend Services. As part of price evaluation, the Government will evaluate its option to extend services (FAR Clause 52.217-8) by adding six (6) months of the offeror's final ordering year price to the offeror's total price. Offerors are not required to enter a price for the six month extension period.

(b) Any CLIN or SubCLINs provided in Attachment G, Pricing Matrix, without an estimated quantity will not be included in the TEP for award purposes. However, the Unit Prices provided for these CLINs/SubCLINS will be evaluated for reasonableness and balance.

(c) The Government will review the contractor's proposed basic labor rates by labor category to ensure they meet the minimum hourly wage rate delineated in the SCA WD and/or CBA